

N O T I C E

NO HAND CARRIED PROPOSALS!

NO MAILED PROPOSALS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand-carried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol **will only accept** offers/proposals via UPS or FEDEX at the address noted below. All hand-carried offers/proposals **will be rejected**. Any attempt to hand carry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. See Solicitation Conditions for preparation/submission of offers. Offerors are advised when sending proposals via FEDEX or UPS **not to use same delivery service**. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS at the delivery point. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

All UPS and FEDEX deliveries are to be made to the Ford House Office Building at the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Carolyn Horne (202) 226-1940
Room H2-263 Bid Room
Second and "D" Streets, S.W.
Washington, DC 20515

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO. SB050505		PROJECT NO.	PAGE 1 OF 84 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. AOC RFP 050104	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED OCTOBER 11, 2005	
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol – PROCUREMENT DIVISION Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: (CAROLYN HORNE)(202) 226-1940 Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: OPERATION AND MAINTENANCE SERVICES - ARCHITECT OF THE CAPITOL SENATE BUILDING –LANDOVER, VA					

SOLICITATION	
7. Sealed offers in original and <u>2</u> complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 2:00 P.M local time, NOVEMBER 14, 2005 . CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: CAROLYN HORNE TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) (202) 226-1940	

9. TABLE OF CONTENTS							
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	23
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	30	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	8
X	F	DELIVERIES OR PERFORMANCE	3				
X	G	CONTRACT ADMINISTRATION DATA	7	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER <i>(Must be fully completed by offeror)</i>					
NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.					
10. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days <i>(60 calendar days unless a different period is inserted by the offeror)</i> from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
11. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR		DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or Print)</i>	
13B. TELEPHONE & FACSIMILE NOS. <i>(Include area codes)</i>		13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	
				16. OFFER DATE	

AWARD <i>(To be completed by Government)</i>		
17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580
22. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		23. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
		24. AWARD DATE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

<u>ARTICLE</u> <u>NUMBER</u>	<u>ARTICLE NAME</u>
B.1	GENERAL PURPOSE
B.2	PRICING INFORMATION
B.3	SCHEDULE OF ITEMS

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL PURPOSE

The Contractor shall provide all administrative, and technical support supervision, labor, materials, supplies, repair parts, tools, and equipment (except as otherwise specified herein), necessary to plan, schedule, coordinate, and carry-out all mechanical, electrical, maintenance, repair functions to all building systems, and other reimbursable services at the Senate Warehouse Facility located in Landover, Maryland on a 24-hour, 7-days per week in accordance with Section C-Statement of Work (SOW).

B.2 PRICING INFORMATION

B.2.1 Section B provides the prices to be paid for the supplies and services as described in Section C, Statement of Work/Requirements.

B.2.2 Contract Line Item Numbers (CLINs) 0001aa-0001ae is for the Base year of contract performance and CLIN's 0002aa-0005ae are for optional year(s) contract performance.

1ST OPTION YEAR CLIN(s).....0002aa - 0002ae
2ND OPTION YEAR CLIN(s).....0003aa - 0003ae
3RD OPTION YEAR CLIN(s).....0004aa - 0004ae
4TH OPTION YEAR CLIN(s).....0005aa - 0005ae

B.2.3 The following descriptions are furnished to provide a clear understanding of the requirements of the various Contract Line Item Numbers (CLINs):

B.2.4 **CLIN(s) 0001aa-0001ab; 0002aa-0002ab; 0003aa-0003ab; 0004aa-0004ab; and 0005aa-0005ab -** Shall be used to identify the fixed costs associated with providing the related services;

CLIN(s) 0001ac-0001ad; 0002ac-0002ad; 0003ac-0003ad; 0004ac-0004ad; and 0005ac - 0004ad -- Shall be used for **Infrastructure Repair Orders and Design-Building Work** and will be funded by the Government (as necessary) on a Not-to-exceed Clin(s) basis.

B.2.5 **REPLACEMENT, SPARE PARTS, SUPPLIES, EQUIPMENT, AND MATERIALS: CLIN(s) 0001ae; 0002ae; 0003ae; 0004ae; and 0005ad -**

This not to exceed (NTE) dollar (\$) amount includes all reimbursement costs associated with the contractor's purchase of replacement parts, supplies, and materials used in support of this contract. The contractor shall submit paid receipts (as attachments to his monthly invoice) in support of purchases made against this CLIN(s).

******NOTE: ALL PARTS, FURNISHED AS SPARES OR AS REPAIR PARTS IN CONNECTION WITH THE REPAIR OF EQUIPMENT SHALL BE NEW, STANDARD PARTS MANUFACTURED BY THE EQUIPMENT MANUFACTURER. ALL PARTS FURNISHED,**

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

EITHER AS SPARES OR REPAIR PARTS, WILL BE GUARANTEED/WARRANTED FOR A PERIOD OF 90-DAYS.

B.2.6 INFRASTRUCTURE REPAIR ORDERS EXCEEDING \$5000: (CLIN(s) 0001ac, 0002ac, 0003ac, 0004ac, and 0005ac)-

The Contractor will submit a proposal to the Government for any and all costs associated with, but not limited to, all labor, management, materials, supplies, administrative overhead, and profit necessary to perform infrastructure repairs in excess of \$5000 at the time the need arises.

B.2.7 DESIGN-BUILD PROJECTS: (CLIN(s) 0001ad, 0002ad, 0003ad, 0004ad, and 0005ad)-

The Contractor will submit a proposal to the Government (COTR) for any and all costs associated with, but not limited to, labor, management, materials, supplies, equipment, administrative overhead, and profit necessary to perform design-build project work per the Statement of Work (SOW).

B.2.8 CONTRACT LINE ITEM PRICING

Pricing for all clins listed in Section B must be provided by each offeror for each contract period(s). Prices proposed by the successful offeror and accepted at time of award will be binding on the successful offeror as the unit prices to be used for all costs and work order proposals under subject clins.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 The Contractor is required to “Manage, Operate, Maintain, and Perform Custodial and Housekeeping Services” for the Senate Office Building located in Landover, MD. Contractor duties and responsibilities shall include: the furnishing of all contractor employees, equipment, tools, materials and supplies; coordinating, scheduling, and training of all contractor personnel; and manage, operate, and maintain the Senate Warehouse on a 24 hour, 7-days per week in accordance with Section C-Statement of Work.

CLIN 0001 BASE PERIOD- (12 months)

CLIN	DESCRIPTION OF SERVICES	UNIT OF ISSUE	UNIT COST	TOTAL COST
0001aa	OPERATION & MAINTENANCE SERVICES <i>(In accordance with SOW Section C.6)</i>	12-Months	\$	\$
0001ab	CUSTODIAL/HOUSEKEEPING SERVICES <i>(In accordance with SOW Section C.7)</i>	12-Months	\$	\$
0001ac	<u>REIMBURSABLE SERVICES:</u> INFRASTRUCTURE REPAIR ORDERS (IRO) <i>\$5000 In accordance with SOW Section C.4.28 and J.</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0001ad	<u>REIMBURSABLE SERVICES</u> DESIGN-BUILD WORK <i>In accordance with SOW Section C.4.28</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0001ae	<u>REIMBURSEMENT OF SPARE PARTS/SUPPLIES</u> In accordance with SOW Section C.4.8	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$

TOTAL BASE YEAR: \$_____

****NTE - Not To Exceed**

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 The Contractor is required to “Manage, Operate, Maintain, and Perform Custodial and Housekeeping Services” for the Senate Office Building located in Landover, MD. Contractor duties and responsibilities shall include: the furnishing of all contractor employees, equipment, tools, materials and supplies; coordinating, scheduling, and training of all contractor personnel; and manage, operate, and maintain the Senate Warehouse on a 24 hour, 7-days per week in accordance with Section C-Statement of Work.

CLIN 0002 1st OPTION PERIOD- (12-Months):

CLIN	DESCRIPTION OF SERVICES	UNIT OF ISSUE	UNIT COST	TOTAL COST
0002aa	OPERATION & MAINTENANCE SERVICES <i>(In accordance with SOW Section C.6)</i>	12-Months	\$	\$
0002ab	CUSTODIAL/HOUSEKEEPING SERVICES <i>(In accordance with SOW Section C.7)</i>	12-Months	\$	\$
0002ac	<u>REIMBURSABLE SERVICES:</u> INFRASTRUCTURE REPAIR ORDERS (IRO) <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0002ad	<u>REIMBURSABLE SERVICES</u> DESIGN-BUILD WORK <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0002ae	<u>REIMBURSEMENT OF SPARE PARTS/SUPPLIES</u> <i>(In accordance with SOW Section C.4.8)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$

TOTAL OPTION YEAR 1: \$ _____

****NTE - Not To Exceed**

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 The Contractor is required to “Manage, Operate, Maintain, and Perform Custodial and Housekeeping Services” for the Senate Office Building located in Landover, MD. Contractor duties and responsibilities shall include: the furnishing of all contractor employees, equipment, tools, materials and supplies; coordinating, scheduling, and training of all contractor personnel; and manage, operate, and maintain the Senate Warehouse on a 24 hour, 7-days per week in accordance with Section C-Statement of Work.

CLIN 0003 2nd OPTION PERIOD- (12-Months):

CLIN	DESCRIPTION OF SERVICES	UNIT OF ISSUE	UNIT COST	TOTAL COST
0003aa	OPERATION & MAINTENANCE SERVICES <i>(In accordance with SOW Section C.6)</i>	12-Months	\$	\$
0003ab	CUSTODIAL/HOUSEKEEPING SERVICES <i>(In accordance with SOW Section C.7)</i>	12-Months	\$	\$
0003ac	<u>REIMBURSABLE SERVICES:</u> INFRASTRUCTURE REPAIR ORDERS (IRO) <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0003ad	<u>REIMBURSABLE SERVICES</u> DESIGN-BUILD WORK <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0003ae	<u>REIMBURSEMENT OF SPARE PARTS/SUPPLIES</u> <i>(In accordance with SOW Section C.4.8)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$

TOTAL OPTION YEAR 2: \$ _____

****NTE - Not To Exceed**

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 The Contractor is required to “Manage, Operate, Maintain, and Perform Custodial and Housekeeping Services” for the Senate Office Building located in Landover, MD. Contractor duties and responsibilities shall include: the furnishing of all contractor employees, equipment, tools, materials and supplies; coordinating, scheduling, and training of all contractor personnel; and manage, operate, and maintain the Senate Warehouse on a 24 hour, 7-days per week in accordance with Section C-Statement of Work.

CLIN 0004 THIRD OPTION PERIOD (12 Months):

CLIN	DESCRIPTION OF SERVICES	UNIT OF ISSUE	UNIT COST	TOTAL COST
0004aa	OPERATION & MAINTENANCE SERVICES <i>(In accordance with SOW Section C.6)</i>	12-Months	\$	\$
0004ab	CUSTODIAL/HOUSEKEEPING SERVICES <i>(In accordance with SOW Section C.7)</i>	12-Months	\$	\$
0004ac	<u>REIMBURSABLE SERVICES:</u> INFRASTRUCTURE REPAIR ORDERS (IRO) <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0004ad	<u>REIMBURSABLE SERVICES</u> DESIGN-BUILD WORK <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0004ae	<u>REIMBURSEMENT OF SPARE PARTS/SUPPLIES</u> <i>(In accordance with SOW Section C.4.8)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$

TOTAL OPTION YEAR 3: \$ _____

****NTE - Not To Exceed**

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 The Contractor is required to “Manage, Operate, Maintain, and Perform Custodial and Housekeeping Services” for the Senate Office Building located in Landover, MD. Contractor duties and responsibilities shall include: the furnishing of all contractor employees, equipment, tools, materials and supplies; coordinating, scheduling, and training of all contractor personnel; and manage, operate, and maintain the Senate Warehouse on a 24 hour, 7-days per week in accordance with Section C-Statement of Work.

CLIN 0005 FOURTH OPTION PERIOD- (12 Months):

CLIN	DESCRIPTION OF SERVICES	UNIT OF ISSUE	UNIT COST	TOTAL COST
0005aa	OPERATION & MAINTENANCE SERVICES <i>(In accordance with SOW Section C.6)</i>	12-Months	\$	\$
0005ab	CUSTODIAL/HOUSEKEEPING SERVICES <i>(In accordance with SOW Section C.7)</i>	12-Months	\$	\$
0005ac	<u>REIMBURSABLE SERVICES:</u> INFRASTRUCTURE REPAIR ORDERS (IRO) <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0005ad	<u>REIMBURSABLE SERVICES</u> DESIGN-BUILD WORK <i>(In accordance with SOW Section C.4.28)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$
0005ae	<u>REIMBURSEMENT OF SPARE PARTS/SUPPLIES</u> <i>(In accordance with SOW Section C.4.8)</i>	As Required	1 Lot	NTE: TO BE FILLED-IN BY THE GOVT. \$

TOTAL OPTION YEAR 4: \$ _____

****NTE - Not To Exceed**

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

SUMMARY PRICE SCHEDULE

BASE YEAR TOTAL	\$ _____
OPTION YEAR 1 TOTAL	\$ _____
OPTION YEAR 2 TOTAL	\$ _____
OPTION YEAR 3 TOTAL	\$ _____
OPTION YEAR 4 TOTAL	\$ _____
END OF SECTION B	

SECTION C
STATEMENT OF WORK/DESCRIPTIONS/SPECIFICATIONS
SENATE WAREHOUSE FACILITY - LANDOVER
AOC RFP No. 050104

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>ARTICLE NAME</u>
C.1	BACKGROUND
C.2	ABBREVIATIONS AND DEFINITIONS
C.3	OVERALL CONTRACTOR RESPONSIBILITIES
C.3.1	Performance Levels
C.3.2	Performance Requirements
C.4	GENERAL REQUIREMENTS
C.4.1	Authority to Represent Contractor
C.4.2	Contractor Key Personnel, Staffing and Subcontractor Management
C.4.2.1	Key Personnel
C.4.2.2	Staffing
C.4.2.3	Subcontractor/Supplier Management
C.4.3	Contractor Employee Qualifications and Training
C.4.3.1	Qualifications
C.4.3.2	Training
C.4.4	Coordination and Scheduling of Work
C.4.5	Security, Site Access and Parking Requirements
C.4.6	Contractor Staff Conduct and Appearance
C.4.6.1	Staff Conduct
C.4.6.2	Appearance
C.4.7	Applicable Codes, Regulations and Standards
C.4.8	Government Furnished Materials, Space and Utilities
C.4.8.1	Spare Parts and Materials
C.4.8.2	Space
C.4.8.3	Utilities
C.4.9	Normal Hours of Operation
C.4.10	Federal Holidays
C.4.11	Early Closures
C.4.12	Review of Contractor Deliverables
C.4.13	Invoicing and Cost Management
C.4.14	Audits

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

- C.4.15 Mobilization
- C.4.16 Warranty Program Management
- C.4.17 Contractor Furnished Supplies, Tools, and Equipment
- C.4.18 Prohibited/Approved Materials and Chemicals
- C.4.19 Materials, Spare Parts and Equipment Inventory
- C.4.20 Ownership of Property
- C.4.21 Housekeeping
- C.4.22 Cleanup and Waste Disposal
- C.4.23 Hazardous Materials and Waste Disposal
- C.4.24 Continuity of Services:
 - C.4.24.1 Emergency Operating Plan
 - C.4.24.2 Emergency Personnel Requirements
- C.4.25 Customer Relations Program
- C.4.26 Facilities Priority Codes
- C.4.27 Service Calls (Demand Work Orders)
- C.4.28 Reimbursable Services (Infrastructure Repair Orders and Design-Build Work)
 - C.4.28.1 Infrastructure Repair Orders (IRO)
 - C.4.28.2 Request for Design-Build Projects
- C.4.29 Service Calls / Work Order Management
- C.4.30 Quality Control (QC)
- C.4.31 Reporting Requirements
- C.4.32 Continuous Improvement Process (CIP)
- C.4.33 Environmental Permits
- C.5 RESERVED
- C.6 OPERATIONS AND MAINTENANCE
 - C.6.1 Equipment and Systems
 - C.6.2 Equipment and System Modifications
 - C.6.3 Operational Requirements
 - C.6.4 Maintenance Requirements
 - C.6.4.1 Preventive Maintenance (PM)
 - C.6.4.2 Predictive Maintenance
 - C.6.4.3 Corrective Maintenance (DWO)
 - C.6.5 Inspections
 - C.6.6 PM Plan
 - C.6.7 Maintenance Program Execution
 - C.6.8 Testing Requirements
 - C.6.9 Indoor Air Quality (IAQ)
- C.7 CLEANING AND CUSTODIAL SERVICES

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

C.1 BACKGROUND

This requirement is for the operations and maintenance and other services as necessary for the successful operation of the Architect of the Capitol's (AOC) Senate Warehouse located in Landover Maryland (Attch J-1). The Senate Warehouse complex consists of nearly 100,000 square feet of building space, with approximately 4,000 square foot of occupied space.

The mission of the Senate Warehouse is to provide storage capability for the Senate Sergeant At Arms and consolidate and replace several antiquated facilities located in the Washington D.C. metropolitan area. The complex houses storage space for office supplies, gift shop merchandise, art work, office space, one loading dock, humidity controlled space, restrooms and general purpose warehouse storage.

Due to the sensitive nature of the environmental control requirements of some of the Senate Warehouse, preventive and predictive maintenance procedures must be focused on reducing facility services and equipment down time to not less than 8 hours.

C.2 ABBREVIATIONS AND DEFINITIONS

For abbreviations and definitions of terms used throughout this statement of work, see SECTION J Attachment 2, Abbreviations and Definitions.

C.3 OVERALL CONTRACTOR RESPONSIBILITIES

C.3.1 Performance Levels:

This Statement of Work (SOW) provides for a full range of operational and maintenance and custodial support to the Senate Warehouse and is intended to provide the Contractor only general guidance and information concerning the scope of work to be performed during the term of the contract. It is not an all inclusive list and the Contractor may be required to perform other tasks as necessary to properly maintain all on-site systems. This SOW also provides the minimum levels of services that the Contractor must provide and are not intended to be, nor shall they be construed as, either the maximum performance levels or

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

limitations on the effort that the Contractor must expend to accomplish the desired level of performance to ensure operation and maintenance of the building at the highest industry standards for this type of facility.

The Contractor shall use his best judgment, skill and care in the management, operation and maintenance of the Senate Warehouse site. At a minimum, the Contractor shall take all steps and measures that a prudent building owner would take to maximize the life expectancy of the property. Determination of the man-hours or labor hours required to perform the work is solely the responsibility of the Contractor unless specific requirements are given. No statement in these requirements shall be construed as being contrary to this Contractor responsibility.

C.3.2 Performance Requirements:

The Contractor is required to operate and maintain the Senate Warehouse on a 24/7 schedule in accordance with this statement of work. Absent definitive requirements, the Contractor will operate and maintain the Senate Warehouse in a manner that is consistent with industry and applicable manufacturer's standards and practices for a Building Owners and Managers Association (BOMA) International Class A building with high quality standard finishes, state of the art systems, and a national prominence.

Maintaining the environmental systems, building controls, and life safety equipment in a maximum operating condition is of vital importance. The Contractor shall perform all work and services in a manner that meets all applicable Federal, State, and Local laws, codes, regulations and standards. The Contractor shall integrate and coordinate all work requirements in this statement of work. The Contractor shall also be fully responsible and accountable for its safe accomplishment whether performed by Contractor personnel or subcontractors personnel.

C.4 GENERAL REQUIREMENTS

C.4.1 Authority to Represent Contractor:

The Contractor shall designate a Project Manager in writing who will act as the on-site representative for the Contractor and serve as the single point of contact for the COTR. The Project Manager will be authorized to act on the Contractor's behalf in all matters

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

pertaining to this project and be responsible for the overall contract performance. The Project Manager's responsibilities shall include: formulating and enforcing work standards; assigning work tasks; scheduling and coordinating work; reviewing work discrepancies; supervising Contractor personnel and subcontractors; communicating policies, purposes, and goals of the Contractor's organization; quality control; and customer satisfaction. The appointment of the Project Manager is subject to the approval of the COTR.

Additionally, the Contractor shall designate a person in writing who will act as its Corporate Sponsor for this project. The Corporate Sponsor shall be contacted in the event that the Project Manager is unable to resolve an issue that affects the quality, pricing or success of the project.

C.4.2 Key Personnel, Staffing and Subcontractor Management:

C.4.2.1 Key Personnel:

The Contractor shall furnish the following key personnel to be available 24/7 not necessarily on-site but available within a 4 hours response time for the duration of the project:

1. Project Manager
2. Shift Engineers 1 per shift
3. Housekeeping Supervisor (day only)

C.4.2.2 Staffing:

The Contractor shall furnish the COTR with a staffing plan per SECTION J, Attachment 5 Schedule of Deliverables. It will include the résumé's of all key personnel for approval. During the life of the project, changes to key personnel shall require COTR approval prior to use on the contract. The COTR shall have the right to reject any proposed replacement staff and request another replacement. For the life of the project the following is a list of other personnel/skills that are required to support the project, general maintenance mechanics, contracts coordinator, and logistical support/procurement. The above list in no way limits the number or type of personnel and subcontractors that may be needed for the performance of the work, nor does it imply that a dedicated employee must be furnished for each of the of skills required by this paragraph. The staffing plan should also show shifts for 24/7

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

coverage (key personnel on call).

C.4.2.3 Subcontractor/Supplier Management:

The Contractor shall furnish the COTR his subcontractor/supplier management plan per SECTION J, Attachment 5 Schedule of Deliverables. This plan details the services to be furnished through subcontracts or suppliers and provide information demonstrating the provider's qualifications. A copy of all subcontracts will be kept on site and be made available for the COTR's review.

C.4.3 Contractor Employee Qualifications and Training:

C.4.3.1 Qualifications:

All Contractor personnel assigned to perform work at the Senate Warehouse shall be qualified for the work being performed and be licensed (as required) by the Maryland Department of Occupational Regulation and the Maryland Department of Environmental Quality. A copy of the professional license for each tradesman assigned to the contract shall be maintained at the site. The Contractor shall also maintain a copy of all subcontractor's professional/contractor licenses at the site. The qualifications for individual tradesman and support staff are:

- A. **HVAC Mechanic** (maintenance or construction tradesman): Evidence of experience and qualifications at the Master level.
- B. **Plumber:**
- C. **Electrician:** Evidence of experience and qualifications at the Master level.
- D. **Maintenance Technician:** Evidence of experience and qualifications at the Journeyman level or higher.
- E. **Instrumentation and Control Technician:**
 - 1. Maintenance Technician: NICET Level III certification or higher.
 - 2. Construction Tradesman: NICET Level IV certification.
- F. **Painter:** Evidence of experience and qualifications at the Journeyman level in another state or five years experience.
- G. **Carpenter:** Evidence of experience and qualifications at the Journeyman level in another state or five years

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

experience.

- H. **Steel Worker:** Evidence of experience and qualifications at the Journeyman level in another state or five years experience.
- I. **Pipe fitter/Welder:**
- J. **Construction Tradesman:** Evidence of experience and qualifications at the Master level.
- K. **Fire Systems/Special Hazards Suppression Technician:**
 - 1. Maintenance Technician: NICET Level III certification or higher.
 - 2. Construction Tradesman: NICET Level IV certification.
- N. **Administrative Assistant:** Proficient with Microsoft Office applications as well as Power Point.
- O. **CAFM Coordinator/Maintenance Planner:** Proficient with MS Access database program, MS Office applications and Power Point.
- P. **CAD Coordinator/Designers:** Proficient with Micro-Station Version 7 or 8 and familiar with Auto-cad 2000. Minimum five years experience in their discipline. Proficient with MS Office applications.
- Q. **Professional Architects and Engineers:** Licensed by the State of Maryland. Senior level personnel must have a minimum of 10 years experience in their discipline. Junior level personnel must have a minimum of 5 years experience in their discipline.
- R. **Chief Building Engineer:** Must have 10 to 15 years experience in facilities operations and maintenance with at least five of those years supervising technicians maintaining similar systems and emergency power plant as the Senate Warehouse. Appropriate industry certification from: International Facility Management Association (IFMA); Building Owners and Managers Institute (BOMI); or Association for Facilities Engineering (AFE) is highly desirable.
- S. **Project Manager:** Must have 10 to 15 years experience in facilities engineering/operations and maintenance with at least five of those years in a managerial position of responsibility for the operations of a facility with similar systems and central plant as the Senate Warehouse. A mechanical background, Professional Registration for Engineers/Architects, or appropriate industry certification from: International Facility

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

Management Association (IFMA); Building Owners and Managers Institute (BOMI); or Association for Facilities Engineering (AFE) are highly desirable.

Note: Only the crew lead is required to possess a Master level qualification or NICET Level IV certification for that individual trade. The rest may be a mix of journeyman and apprentice, or NICET Level III/II technicians.

C.4.3.2 Training:

The Contractor shall maintain a training plan to ensure that all personnel receive up to date training for their area of expertise and submit a copy of it to the COTR per Schedule J Attachment 5 Schedule of Deliverables. Training shall also meet the requirements of ANSI Z490.1-2001, Accepted Practices in Safety, Health and Environmental Training. To the extent available, Senate Warehouse facilities may be used for staff training. Use of these areas will be coordinated through the COTR.

C.4.4 Coordination and Scheduling of Work:

The Contractor is responsible for coordinating and scheduling the work to minimize the disruption to Senate Warehouse facility services and tenant operations. This is especially important for critical systems such as art work storage space and power to the office space. Notices will be provided to all occupants affected by the work and signs will be posted so Senate Warehouse staff will have an opportunity to prepare. Monthly coordination meetings will be held with the COTR to discuss the major activities planned for the month. In addition, the Contractor shall coordinate maintenance and repairs with the utility companies and municipality as required. Furniture, storage material and portable office equipment in the immediate area of the work to be performed shall be protected or removed by the Contractor as necessary.

C.4.5 Security, Site Access and Parking Requirements:

The Contractor shall ensure that all personnel assigned to perform work at the Senate Warehouse comply with all site

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

security requirements. The Contractor shall be responsible for obtaining/maintaining the necessary security clearances required by the AOC, through the Capitol Police, for each employee prior to their beginning work at the Senate Warehouse facility. Loss of security clearance will be grounds for an employee's removal from the site. Identification badges provided by Senate Warehouse security shall be worn at all times on site. All Contractor personnel vehicles / possessions may be subject to search per Capitol Police directives while on site. The Contractor shall ensure that all sub-contractors and contractors performing warranty work are provided with the necessary escorts, if required, while they are working at the facility. Visitor access will be requested through, and granted at, the discretion of the COTR. Contractor parking will be provided on-site.

C.4.6 Contractor Staff Conduct and Appearance:

C.4.6.1 Staff Conduct:

The Contractor shall ensure that all contractor personnel assigned to perform work at the facility are aware of and follow all policies, processes, and procedures governing their activities while working at the Senate Warehouse. The Contractor shall be asked to remove from the premises any employee who violates Senate Warehouse site policies or procedures.

C.4.6.2 Contractor Personnel Appearance:

The Contractor's on-site employees shall present a neat and professional appearance and wear a uniform that clearly identifies the company name/logo with the employee's full name attached in a permanent or semi-permanent manner, such as a badge or monogram. In addition, all Contractor personnel shall be required to display identification on their person at all times as required by the United States Capitol Police.

C.4.7 Applicable Codes, Regulations and Standards:

The Contractor is required to operate, maintain and protect the Senate Warehouse in accordance with SECTION J Attachment 4, Applicable Codes, Regulations and Standards so that a safe and healthy environment is maintained for all tenants, staff and visitors. All services and work provided by the Contractor shall

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

meet the highest standards set forth in the current editions (unless noted otherwise) of the publications referenced in SECTION J Attachment 4 as well as others identified within this SOW. The Contractor shall be advised in writing if a change is made to follow any code or regulation standard.

C.4.8 Government Furnished Materials, Space and Utilities:

The Government will furnish the items as specified below for the Contractor's use in the performance of this work. The Contractor is responsible for: properly storing, safeguarding and securing all Government furnished materials and equipment provided; protecting all government owned facilities from damage; and using Government furnished assets, including telecommunications and space, only for work on this project.

C.4.8.1 Spare Part and Materials

The Government will furnish the spare parts and materials that were turned over to the Government by the Construction contractor for use in the performance of this work. Additionally, other parts, and materials may be Government-furnished from time to time for the Contractor's use if considered advantageous to the Government.

C.4.8.2 Space:

The Government will furnish the Contractor limited storage space as available at the Senate Warehouse site. These areas will be made available for inspection during the site visit. The Government will also generally allow the Contractor's personnel to use the Senate Warehouse facilities that are available to Government personnel (cafeteria, break areas, restrooms, etc.)

C.4.8.3 Utilities:

Utilities, **local** telephone service only, communications lines and SAA/AOC network access, as needed, will be provided to the Contractor by the Government.

C.4.9 Normal Hours of Operation:

Senate Warehouse normal hours of operation are Monday through Friday from 6:00 AM to 6:00 PM.

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

C.4.10 Federal Holidays:

Generally, minimal staff coverage will be required on Federal Holidays unless a building system has been scheduled for maintenance or repair to avoid impacting the mission of the Senate Warehouse. The Contractor shall obtain permission from the COTR before performing work at the facility during Federal Holidays. The COTR shall notify the Contractor of any additional holidays designated by the President of the United States, and or Congress.

C.4.11. Early Closures:

The COTR shall notify the Contractor of any early or other unscheduled Government closings. Early closures may require the Contractor's personnel to remain at the site to prevent damage to the facility or facilitate recovery from a power outage, snow/ice storm, flood, other natural disaster or emergency.

C.4.12 Review of Contractor Deliverables:

The Contractor shall furnish plans and other deliverables per SECTION J Attachment 5, Schedule of Deliverables. Government review shall be completed within 30 days of receipt.

C.4.13 Invoicing and Cost Management

Invoices for reimbursable work shall be based on actual man-hours expended - not estimates. Invoices shall be submitted to the COTR for review with backup data for all reimbursable work on a monthly basis. The COTR and the Contractor's Project Manager will jointly review the invoice before it is submitted to AOC Accounting to resolve any discrepancies. The Contractor shall assist the COTR with managing the utilities cost reduction program.

C.4.14 Audits:

The Government may conduct periodic audits of the Contractor's performance to insure contract or internal standards compliance. Audits will cover work performance, as well as environmental and

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

safety compliance and may include a review of records, processes, training, time sheets, reports and other project information; interviewing Contractor staff to insure compliance with internal and site operating procedures, and spot checking completed work as well as work in progress. The COTR may conduct spot audits at any time. However, the Contractor will be given a minimum of two business day's notice to a major project audit. The Government may also engage the services of a third party entity to conduct audits.

C.4.15 Mobilization:

The Contractor shall furnish mobilization plan per SECTION J, Attachment 5, Schedule of Deliverables COTR approval. Mobilization plan should be seamless with no impact to the Senate Warehouse mission or its staff.

C.4.16 Warranty Program Management:

The Contractor shall manage the warranty program on behalf of the Government. This includes responding to service calls to determine if equipment is under warranty; notifying the construction contractor per established procedures; escorting contractor personnel to equipment; and verifying repairs are correctly performed. Where applicable, the Senate Warehouse facility and its components will be under warranty from the construction contractor for a minimum of one year starting October 1, 2005. However, some equipment may have longer warranty periods. All warranty items will be provided 30 days after award of contract. Additionally, the Contractor shall enter and maintain warranty data from contractor installed equipment in to the CAFM system. All equipment under warranty shall be maintained in accordance with warranty instructions and conditions so that the warranty will not become void.

C.4.17 Contractor Furnished Supplies, Tools and Equipment:

The Contractor shall furnish all items required in the performance of work under this contract including but not limited to office supplies, tools, personal protective equipment, shop equipment, office furniture, computers, copier, fax, printers, cell phones, radios, pagers and their required infrastructure, a full size

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

drawing plotter, and software. Only those items or services specifically stated will be Government furnished. At the expiration of the contract, the Government may, at its option, purchase any non-reimbursable supplies, tools and equipment furnished by the Contractor for use on the project.

C.4.18 Prohibited/Approved Materials and Chemicals:

The Contractor shall not bring on site any chemicals, paints or other materials shown in SECTION J Attachment 12, AOC Prohibited Materials List. All chemicals, paints and other materials used on this project shall be approved by the COTR, or his designated representative, prior to being brought on site. Requests for approval must include the material safety data sheet (MSDS.) Additionally, the Contractor shall develop and maintain a list of all chemicals approved for use on the site and provide a current copy to the COTR as changes occur in accordance with SECTION J Attachment 5, Schedule of Deliverables.

C.4.19 Materials, and Equipment Inventory:

Materials and equipment required for this work will be either government furnished or purchased by the Contractor on a reimbursable basis. Generally, the Contractor shall be required to purchase all materials and parts except those critical items and consumables maintained in the Government owned, Contractor managed, on-site parts crib. The Contractor shall complete the following activities and submit required documentation to the COTR:

- A. Verify the list of materials and spare parts turned over to the Government by the construction contractor and provide the COTR with an updated material and spare parts list no later than 30 calendar days after they are turned over to the Contractor per SECTION J Attachment 5 Schedule of Deliverables. See SECTION J Attachment 8, Spare Parts and Materials List for the items anticipated to be turned over to the Government.
- B. Develop a list of critical spare parts to be kept on site. This list shall be submitted to the COTR for approval per SECTION J Attachment 5, Schedule of Deliverables. The

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

Contractor shall purchase these critical spares following approval by the COTR in accordance with the provisions for reimbursable expenses.

- C. Develop a list of supplies and consumables (grease, special wrenches, solvents etc) to be kept on-site that will satisfy a 30 day usage requirement for COTR approval per SECTION J Attachment 5, Schedule of Deliverables.
- D. Maintain an inventory of any Government furnished equipment provided at the start of the contract, or purchased as a reimbursable expense during the contract, in an electronic and hard copy format. Provide inventory lists to the COTR as they are updated.

C.4.20 Ownership of Property:

All parts, materials, supplies, and equipment purchased on a reimbursable basis shall become the property of the Government. Government furnished or reimbursable parts, materials or consumables purchased by the Contractor (the parts crib) will be turned over to the Government at the expiration of this contract or as required by the COTR.

C.4.21 Housekeeping:

The Contractor shall maintain all assigned spaces, including the, office areas, storage areas, utility rooms and all space assigned to subcontractors, in a neat and orderly fashion. The utility rooms, including floors and equipment located within the rooms, shall be kept painted or sealed as necessary to maintain the neat and clean appearance of the room and equipment. The Contractor shall ensure that painting in these areas comply with the industry color coding system and American National Standards Institute (ANSI) Handbook, and that the identification information on the equipment is clearly readable.

C.4.22 Cleanup and General Waste Disposal:

The Contractor shall clean all work areas daily including maintenance shops and Design-Build work areas and is responsible for disposing of all waste generated in the performance of his work. The AOC will not provide facilities

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

for on-site general waste disposal. Work areas in or near public spaces shall be dusted and mopped as needed at the end of the workday. Special care must be taken when maintenance or construction occurs in CURATOR spaces to preserve the room's environmental condition.

C.4.23 Hazardous Materials and Waste Disposal:

The Contractor shall comply with all Federal, State, and Local Government laws and regulations, as well as Senate Warehouse procedures, for the handling/storage of hazardous materials and disposing of hazardous waste. Additionally, the Contractor shall develop Hazardous Material Handling and Storage, Spill Response and Hazardous Waste Disposal Plans in accordance with SECTION J Attachment 5, Schedule of Deliverables. The Contractor shall dispose of any hazardous waste he generates at his own expense in accordance with the laws of the State of Maryland. The AOC will not provide facilities for on-site hazardous waste disposal.

C.4.24 Continuity of Services:

Services covered by this contract are vital to the Government's mission at the Senate Warehouse. The Contractor shall insure that continuity of facility services is maintained at the utmost proficiency with minimal interruptions that would impact the operation of the Senate Warehouse.

C.4.24.1 Emergency Operating Plan:

The Contractor shall develop and submit an Emergency Operating Plan (EOP) per SECTION J Attachment 5, Schedule of Deliverables. The EOP shall include a recall plan and provide guidance to ensure that the facility is adequately operated, maintained and protected in an emergency situation. Such emergencies may include but are not limited to: utility outages, civil disturbances, natural disasters, fires, environmental releases, accidents, and rescue/recovery operations as well as responses to heightened threat conditions or other security requirements.

C.4.24.2 Emergency Personnel Requirements:

The Contractor shall pre-designate and train key personnel to respond to emergency situations per the EOP. Contractor personnel

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

shall participate in all emergency response events and training exercises. The COTR shall be provided emergency contact information to include contact name(s), telephone numbers, pager numbers, and e-mail addresses personnel per SECTION J Attachment 5, Schedule of Deliverables.

C.4.25 Customer Relations Program:

The Contractor shall develop a positive customer relations program that shall be governed by his customer relations program plan, submitted to the COTR for approval, per SECTION J Attachment 5, **Schedule of Deliverables**. Program requirements may include: Project Manager attendance at meetings as designated by the COTR; periodic meetings to include senior management (corporate sponsor); periodic team building sessions (minimum of 4 per year); presenting FM performance results to the customer; providing FM procedures (request for service) training to the customer as needed; and providing customer feedback. The customer relations plan should also include an escalation and problem resolution process. The Contractor shall develop and conduct annual surveys, apart from quality control initiatives, to determine customer satisfaction and provide an analysis of the survey results with recommended corrective action to the COTR per SECTION J Attachment 10, Reporting Requirements.

C.4.26 Facilities Priority Codes:

The Contractor shall log, assign, schedule, respond to and complete all work per the requirements in SECTION J Attachment 9, Facilities Priority Codes. This coding, with the associated response and completion times for priorities 1-10, will form the basis for Contractor's performance measurement. Response time shall be measured from the time the requirement was made known to the Contractor to the time when the work was completed. Priority codes for emergency or urgent work may be down graded with COTR approval once the immediate threat to life, property, or operations of the Senate Warehouse have been removed.

C.4.27 Service Calls (Demand Work Orders):

Service calls to the Contractor may be initiated by the COTR or a designated (in writing) Senate Warehouse personnel via one or more of the following methods: telephone, e-mail, pager or the CAFM system. Qualified personnel will be available 24/7 to respond to all types of service calls as required. All maintenance personnel

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

shall be provided with communications devices and or voice-activated pagers in order to respond to service calls. The cost of this equipment and it's supporting infrastructure shall be born by the Contractor who shall coordinate with the COTR prior to its purchase and installation. Contractor personnel shall remain on the job until all emergency or urgent service calls are completed. If the service call cannot be resolved within the required response time - the COTR, or designated representative, shall be immediately notified. The Contractor shall document the reason for the delay and provide the COTR with an anticipated completion date and/or time. Priority codes for service calls may not be changed without COTR approval. Each DWO completed will automatically generate a short customer satisfaction survey that addresses the key areas of: 1) Overall satisfaction with the work; 2) FM team communications; and 3) FM response time. The Contractor shall investigate each unsatisfactory response and advise the COTR of corrective action taken.

C.4.28 Reimbursable Services (Infrastructure Repair Orders and Design-Build Projects):

The two major categories of work that will require reimbursable services are: (1) Infrastructure Repair Orders for maintenance work and (2) Design-Build project work for facility additions, alterations and system modifications. Additionally, reimbursable services shall be used for material and equipment purchases as required for other contract line items. The Contractor shall only perform reimbursable services when authorized in writing by the COTR. (See attach J.15) The Contractor shall complete reimbursable work per the approved budget and shall be at risk if this amount is exceeded without prior COTR approval. In emergency situations, approval may be given verbally with a written follow-up provided at a later date. Effort expended to assemble IROs and Design-Build Work preliminary approach packages shall be considered part of the Contractor's FM cost.

C.4.28.1 Infrastructure Repair Orders (IRO):

The Infrastructure Repair Order package will include a detailed description of the task to be performed and the justification (impact to the facility if the effort is not approved.) The Contractor shall provide the COTR with a detailed cost estimate to

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

include line items for labor (See attach J-15), materials, equipment, and subcontractors necessary to complete the Infrastructure Repair Order. In addition, the Contractor shall provide a sketch of the proposed work and a detailed schedule in Microsoft Project Format for review and approval. The Contractor shall be furnished a copy of the approved repair order by the COTR prior to starting work. An infrastructure repair order may be generated by the Contractor when the need for infrastructure repairs order is identified. The COTR shall resolve any questions related to whether work exceeds the IRO threshold.

C.4.29 Service Calls / Work Order Management: The Contractor shall furnish personnel to man a service call desk/phone center during normal hours of operation. The service call center attendant shall enter all service calls into the work order tracking system (CAFM) as soon as it is received. Maintenance and repair data for emergency and urgent work shall be entered at the completion of the task. Data for all other tasks shall be entered by the end of the next business day. All information entered into this system must be accurate and complete to facilitate managing the work. At a minimum, the following information shall be entered into the system:

- > Name, organization, and telephone number of person reporting the problem.
- > Time and date report was received.
- > Name/title of person who received the report.
- > Description of the problem.
- > Location of the problem (building, floor & room number.)
- > Asset tag number.
- > System affected.
- > Description of the action taken to resolve the problem.
- > Parts used.
- > Time and date corrective action was completed.
- > Name and initials of person(s) who corrected the problem.
- > Time required to complete repair.
- > Cost estimate, if applicable.

The Contractor shall generate reports using the data in CAFM on at least a weekly basis to manage the maintenance and repair program so that maintenance and repair (M&R) is completed on schedule. See SECTION J Attachment 10, Reporting Requirements.

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

C.4.30 Quality Control (QC) :

The Contractor shall submit a Quality Control (QC) Plan per SECTION J Attachment 5, Schedule of Deliverables. This plan shall address all aspects of the work performed under this contract including facility management, operations and maintenance, suppliers, professional services, and self perform construction or subcontractors used for Design-Build work. The performance of QC inspections and enforcement of the approved plan is an essential part of this contract. The Contractor shall maintain a file of all inspections conducted and corrective actions taken by the Contractor's staff, sub consultants or subcontractors to bring work performed into compliance with this contract. A copy of the inspection reports/completed checklists shall be submitted to the COTR by COB of the Monday of the following week. The COTR may compare inspections performed by the Contractor's inspectors with actual conditions that existed at that point in time. The QC files shall be made available to the COTR during the term of the contract, as required.

C.4.31 Reporting Requirements:

The Contractor shall submit reports to the COTR in accordance with SECTION J Attachment 10, Reporting Requirements. This attachment details weekly, monthly, quarterly, semiannual and annual reporting requirements to include required meetings.

C.4.32 Continuous Improvement Process (CIP) :

The Contractor shall institute a continuous improvement process which shall be governed by his CIP plan submitted per SECTION J Attachment 5, Schedule of Deliverables. The Contractor's goal shall be to provide a world class level of facility management services at the Senate Warehouse. The Contractor shall incorporate industry best practices and benchmark his performance against comparable facilities in government, private industry and education, using industry survey data such as is available from BOMA, International Facility Management Association (IFMA) and others, to assist in reaching this goal. To that end, standard industry metrics and other KPIs as required by the COTR, shall be tracked and reported on a monthly basis. Specific performance metrics required by this SOW (such as temperature/humidity and maintenance performance ratios) shall also be reported. See SECTION J Attachment 11,

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

Metrics and Measurements Requirements for the minimum information to be monitored. All procedures shall be documented to insure the highest levels of service are achieved and maintained. The Contractor shall submit quarterly progress reports on his CIP efforts per SECTION J Attachment 10, Reporting Requirements. Additionally, this documentation will facilitate future efforts to obtain International Organization for Standards (ISO) Certification.

C.4.34 Environmental Permits:

The Contractor shall assist the COTR with preparing and submitting any environmental permits required to operate the Senate Warehouse complex. These shall include, but not be limited to storm water, air pollution, chemical waste, and water supply.

C.5 RESERVED

C.6 OPERATIONS AND MAINTENANCE

The Contractor is responsible for operations and maintenance of the Senate Warehouse facility and shall provide a written Building Operating Plan (BOP) per SECTION J Attachment 5, Schedule of Deliverables that details the operating plans and procedures for all building systems, structures, utilities and site improvements. The BOP shall specify on-site 24/7 coverage for operations and maintenance to include a minimum staffing (on call) of an HVAC technician and a general maintenance technician for 2nd and 3rd shifts. Upon Government approval, the BOP shall be implemented by the Contractor and updated as operations and procedures change. The COTR shall approve all changes prior to their being incorporated into the BOP. The Contractor shall take appropriate steps to ensure that employees are knowledgeable about, and comply with the BOP.

C.6.1 Equipment and Systems:

All mechanical, electrical, plumbing, fire protection, fire Suppression and other utility systems shall be maintained and operated at the highest level of efficiency in a code compliant manner consistent with practical energy conservation. See SECTION J Attachment 6, Mechanical, Electrical, and Plumbing (MEP) Systems Narrative for a description of the major Senate Warehouse systems

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

covered by this SOW. See SECTION J Attachment 7, for an **estimate (contractor finale detailed inventor in CAFM)** of mechanical Electrical and Plumbing System that require maintenance. All equipment and systems shall be maintained in accordance with the OEM'S Recommendations and best practices of the industry.

C.6.2 Equipment and System Modifications:

The Contractor shall not modify the existing mechanical equipment or any building system without written authorization from the COTR. If changes are authorized, the Contractor shall furnish appropriate redlined drawings and/or specifications to the COTR showing as built conditions upon completion of any changes. Following COTR approval of the as built drawings, the Contractor shall incorporate these changes into the site's record drawings and system specifications.

C.6.3 Operational Requirements:

- A. "Operations" include, but are not limited to, daily or other periodic starting, stopping, monitoring, adjusting, inspection, lubrication, etc., of the mechanical, electrical, architectural, structural, and utility systems and equipment throughout the Senate Warehouse complex.
- B. The building systems shall be operated in a manner to: (1) Effectively maintain the required temperature and humidity set points throughout the facility; (2) Insure the comfort of the building occupants and visitors; and (3) Promote resource conservation in energy and environmental management practices.
- C. The standard operating temperatures for the Senate Warehouse are:
 - (1) 72 degrees F and 50% RH in the administrative or non-specialized use areas.
 - (2) 80 degrees F and 55% RH in the warehouse space room 127 and 128
 - (3) 65 degrees F and 45% RH in room 123
 - (4) 70 degrees F and 45% RH in room 125.
- D. Set points may be changed periodically, with COTR approval, to comply with Senate Warehouse operational requirements.
- E. Unless authorized in writing by the COTR or as required above,

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

building equipment and systems shall operate continuously without interruption. Exceptions for scheduled maintenance and repair procedures performed by the Contractor shall be coordinated in advance in accordance with this SOW. All system or service outages must be approved by the COTR in advance.

- F. The Contractor shall be responsible for the daily monitoring of the facility DDC control system and provide the COTR with a hard copy of the trend logs detailing the environmental conditions within the environmentally sensitive areas of the complex (Rooms 123 and 125). They shall be submitted per SECTION J Attachment 10, Reporting Requirements. Reports will contain a narrative explaining the reasons for any major temperature, humidity, particle count or pressure changes within the area. Monthly reports shall show the average environment conditions by area for each month along with an explanation of any corrective actions taken during that time period. The annual submission shall identify and graph the average temperature and humidity conditions for twelve consecutive months along with a detailed written report outlining any building operations activities or system level actions to be taken to improve the ability of the HVAC system to maintain the required environment.
- G. Ventilation shall be filtered and balanced at all times to ensure a safe, healthful, and comfortable environment consistent with ASHRAE standards. Economizer cycle free cooling using outside air should be used to the maximum extent possible.
- H. Running test checks of large or high energy use equipment, such as pumps, air handling equipment, etc., may be performed during normal operating hours, provided that they do not cause an interruption in service or increase monthly electricity, utility or other demand costs. The COTR shall define the peak usage periods during which tests or checks are prohibited (if required) and provide the Contractor with this information.
- I. Any test of mechanical, electrical, or utility systems or equipment that may adversely impact environmental conditions in the building, or which may increase the monthly electrical demand charge, must be coordinated with, and have the concurrence of, the COTR. Major system outages will generally be scheduled during other than normal hours. Yearly system

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

outages over a several day period for major maintenance or systems modifications will be scheduled several months in advance and be done over weekends or holidays.

- J. Data/telecommunications rooms shall not be used as storage areas for any materials. Storage of any building supplies or equipment of any kind in these rooms is prohibited unless written approval is obtained from the COTR.
- K. The Contractor shall perform water treatment of applicable systems in accordance with the manufacturer's recommendations and industry standards to ensure maximum efficiency and effectiveness of the equipment. *At this time water treatment is not required for any systems.*
- L. The Contractor shall submit a water treatment plan to the COTR for approval per SECTION J, Attachment 5. The water softener system shall be maintained in a manner consistent with the manufacturer's recommendations. *At this time water treatment is not required for any systems.*
- M. The Contractor shall strive to maintain an up-time percentage of 99.5% for all critical systems (based on a 24/7 operation) and an up-time percentage of 99% for all non-critical systems.

C.6.4 Maintenance Requirements:

The Contractor shall use FC CAFM software to establish a maintenance program that addresses the predictive, preventative and corrective maintenance (DWOs) requirements for all building equipment and systems identified as part of the Senate Warehouse facility. All maintenance activities shall have a computer generated PM or DWO with a unique identification number for tracking. Emergency response work may have a DWO established after the fact to document maintenance actions and any repairs completed. The Contractor's goal shall be 95% completion of all planned/scheduled work per its due date.

C.6.4.1 Preventive Maintenance (PM):

PM is regularly scheduled work on equipment and systems that the Contractor must accomplish in order to ensure safe, reliable, and

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

continuous operations; preclude unnecessary breakdowns; and maximize the life expectancy of the equipment and/or system. PM includes, but is not limited to, adjusting, testing, repairing, replacing, greasing, oiling, cleaning, and painting various items as specified herein as well as predictive maintenance. The Contractor shall strive to manage the maintenance program so that 60% of the total maintenance effort required is dedicated to preventative/predictive maintenance.

C.6.4.2 Predictive Maintenance:

The Contractor shall establish a predictive maintenance program as part of the overall PM program. Predictive maintenance includes, but is not limited to, thermal testing of equipment and system components, vibration analysis, and oil sampling/analysis. The Contractor's goal is to determine maintenance or repair requirements to preclude equipment/system failure and adjust the PM program to obtain optimum frequencies.

C.6.4.3 Corrective Maintenance (DWO):

The Contractor is responsible for the repair or replacement of items damaged or broken due to normal wear and tear, accident or act of vandalism. This corrective maintenance can be initiated through a DWO that is called into the Service Center by the COTR, a customer or the maintenance staff based on observations in the field. The Contractor shall strive to manage the maintenance program such that 90% of corrective maintenance work is identified by his technicians during the performance of PMs.

C.6.5 Inspections:

The Contractor shall periodically perform inspections (rounds) of all building systems, structures, grounds, utilities and site improvements in accordance with the BOP. Inspections will be incorporated into the PM program and be based on applicable code and NFPA requirements, environmental and safety regulations, equipment manufacturer recommendations and industry best practices. Rounds will also be used to monitor housekeeping practices and be incorporated into the BOP. The Contractor shall perform an annual condition assessment of the Senate Warehouse site to include buildings, systems and major equipment components and submit a State of Facilities Report to the COTR per SECTION J, Attachment 10,

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

Reporting Requirements. This assessment will be general in nature and characterize the overall state of the facility and its ability to meet the needs of the Senate Warehouse operation (i.e. whether capital improvements are needed.)

C.6.6 PM Plan:

The Contractor shall provide a PM plan to the COTR for review and approval per SECTION J Attachment 5, Schedule of Deliverables. The PM plan shall include the schedules and procedures for PM. Procedures shall be incorporated into the database along with job hazard analysis and all pertinent data for the asset or system being serviced or repaired. The COTR will provide the Contractor with the maintenance manuals turned over by the construction contractor for use in preparing the PM plan. The frequencies for scheduled PMs and the minimum performance requirements shall be in accordance with original equipment manufacturer (OEM) recommendations, PM guides and best industry practices. Revisions will be submitted to the COTR for approval as necessary. PM will be scheduled so that impact to Senate Warehouse operations is minimal. All deviations to the schedule must be approved by the COTR in advance.

C.6.7 Maintenance Program Execution:

The Contractor shall provide a level of service that assures the facility is free of missing components or defects which affect, the safety, appearance or intended use of the facility or would prevent any mechanical, electric, plumbing (MEP) or structural system from functioning in accordance with the design intent. Repair work shall be carried to completion, including touch-up painting and/or operational checks. The quality of the work and the repaired areas shall be fully compatible with adjacent surfaces or equipment.

C.6.8 Testing Requirements:

The Contractor shall be responsible for testing building equipment and systems. These tests shall be incorporated into the PM program. Test procedures and frequency shall be governed by code requirements, applicable NFPA requirements, environmental and safety regulations, and equipment manufacturer's recommendations. Emergency generators shall be tested under load for at least two hours monthly and for four hours annually. Automatic transfer switches (ATS) shall be operationally tested at least annually. Plans that detail testing requirements shall be submitted to the

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

COTR for approval per SECTION J, Attachment 5, Schedule of Deliverables. No tests will be scheduled until the test plan has been approved. The Contractor shall submit test reports per SECTION J Attachment 10, Reporting Requirements no later than five working days following the test. All life safety system testing will be completed during other than normal work hours.

C.6.9 Indoor Air Quality (IAQ):

A. The Contractor is responsible for maintaining building HVAC to ensure the highest levels of indoor air quality, according to the codes and standards identified in SECTION J Attachment 4. To insure IAQ standards are maintained, the Contractor shall submit an IAQ Program Plan to the COTR for approval per SECTION J Attachment 5, Schedule of Deliverables. The plan will include testing and reporting for: carbon monoxide, carbon dioxide, volatile organic compound (VOC) scan, fungal enumeration and identification, stachybotrys detection, and bacterial enumeration. Testing will be conducted following commissioning (before occupancy) and thereafter annually. Testing for other substances may be required on a reimbursable basis. Annual testing shall be done by a certified industrial hygienist with 5 years of IAQ experience.

B. The Contractor shall ensure compliance with OSHA and ASHRAE acceptable levels for indoor air quality threshold limit values (TLVs) to the extent actions are under his control. Before any interior alteration, the HVAC distribution shall be examined and supply diffusers and return grills rearranged and protected to preclude damage or the intake of contaminants. Upon identification of contamination and/or measurements exceeding the acceptable levels, the Contractor shall initiate CORRECTIVE action.

C. The Contractor shall control contaminants at the source and/or operate all spaces in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂) and formaldehyde (HCHO) are not exceeded. The indicator levels are as follows:

- > CO: 9 parts per million (P.M.) time weighted average (TWA - 8- hour sample)
- > CO₂: 1000 PPM (TWA)

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

> HCHO: 0.1 PPM (TWA).

D. The Contractor shall take the lead in investigating indoor air quality complaints. Appropriate air sampling equipment shall be maintained on site to test for relative humidity, VOCs, CO and CO2. The Contractor shall implement appropriate O&M corrective measures as needed and advise the COTR as soon as corrective measures have been completed.

E. The Contractor shall conduct annual indoor air quality reviews in the Spring of each year and report the findings to the Government per SECTION J Attachment 10. Copies of each annual IAQ review shall be maintained in the within the facility for access by the Government. Reports shall be clear and concise and include a comparison of indoor vs. outdoor air conditions as well as EPA recommended levels of monitored substances. Reports must also include a recommend action to correct deficiencies.

F. The Contractor shall assist the Government, or any of its third party consultants, with IAQ assessments or detailed studies beyond this scope of work by making information on building operations and Contractor activities available. Access to equipment and mechanical spaces for assessment and testing will be provided. Corrective action(s) will be implemented as directed by the COTR.

G. The Contractor is responsible for any mold re-mediation that is due to poor maintenance practices. Other mold re-mediation, due to circumstances beyond the Contractor's control, will be completed on a reimbursable basis.

C.7 CLEANING AND CUSTODIAL SERVICES

The contractor shall furnish all labor, cleaning and toilet room supplies, tools, equipment and management for the cleaning of the Senate Warehouse facility. The personnel employed by the contractor shall be capable employees, trained, and qualified in custodial work. Janitorial closes is room 114 and shall be stocked and kept in an orderly manner.

C.7.1 All required routine work shall be accomplished between the hours of 1:00 p.m. and 4:00 p.m.

**C.7.2 Weekly Routine Cleaning Schedule - Monday and Wednesday
(In the even that a weekly cleaning falls on a Federal Government**

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

holiday, the cleaning shall be performed the next work day, Tuesday. Rooms: 118, 117, 116, 115, 134, 112, 110, 109, 101, 111, 107, 103, 129, and 102.

- A. Clean all toilet rooms, cooking (microwave) equipment and shower facilities.
- B. Wipe exterior surfaces of all cabinets in break room.
- C. Dust all furniture including computers.
- D. Stock all supplies in bathrooms and break room areas.
- E. Remove trash from bins and place in dumpster.

C.7.3 Monthly Routine Cleaning Schedule - Schedule with the COTR the days of the week this work can be accomplished to assure access is provided to storage and warehouse space. Rooms: 121, 122, 123, 125, 126, 119, 120, 128 and 127.

- A. Wipe exterior surfaces of all shelving and equipment.
- B. Wet mop the entire exposed floor space.

C.7.3 Annual cleaning schedule - Schedule with the COTR the days of the week this work can be accomplished to assure access is provided to storage and warehouse space. Rooms: 121, 122, 123, 125, 126, 119, 120, 128 127 118, 117, 116, 115, 134, 112, 110, 109, 101, 111, 107, 103, 129, and 102.

- A. Wipe exterior surfaces of all overhead exposed piping and conduit.
- B. Wipe exterior surfaces of all lighting.

C.7.4 Cleaning Standards

The contractor's on-going performance will be evaluated based upon cleaning quality requirements as identified and described in the following paragraphs:

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

A. Entrance, lobbies, corridors, areaways, and Building connecting Passageways: Floor surfaces shall be maintained clean and free of trash, debris, or foreign matter. Dirt, dust, debris, or soil substances shall not be left in corners, on baseboards, thresholds, behind doors, under furniture, or other areas. The floor surface shall have uniform luster without unsightly buildup. All surfaces shall be slip resistant. Carpet area shall be clean, and vacuumed to maintain an acceptable appearance, without obvious spots, dirt, dust, debris, and spillages or stains.

B. Hard Floors and Resilient Tile Floors: All floor surfaces shall be maintained clean and free of trash, debris or foreign matter. Dirt, dust, scuff marks or soil substances shall not be left in corners baseboards, or thresholds, behind doors, under furniture, or other areas.

C. Metal Surfaces, including kitchen appliances: All surfaces shall be maintained to insure they are free of smears, smudges, stains or other soil substances and present a uniform polished appearance.

D. Mirrors, pictures, and glass surfaces: Surfaces shall be clean and free of obvious dirt, dust, smudges or soil substances.

E. Restrooms, Shower Stalls, Water Fountains, Utility Sinks: All fixtures shall be clean, disinfected and bright with no obvious dust, stains, streaks, soil substances, rust, mold or encrustation. Supply dispensers including toilet tissue, towels, soap, etc., shall be continuously maintained and refilled during the policing process as necessary to meet the needs of the occupants. Waste receptacles and sanitary napkins containers shall be emptied and disinfected with new bats inserted at least twice weekly. There shall be no sign of obvious dust, soil substances or dirt on the walls, mirrors, stalls, and metal surfaces. The overall appearance of these areas shall present a clean and sanitized appearance. These rooms and fixtures shall be maintained odor-free. The contractor shall service all restrooms to maximum capacity during the last day of the contract period.

F. Room Cleaning (including all spaces not specifically identified

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
SENATE WAREHOUSE FACILITY - LANDOVER

elsewhere in the contract): All spaces within the building shall be clean and show no signs of negligent custodial practices. Furnishings throughout the rooms shall be free of obvious dirt and debris. Dirt, dust, and cobwebs shall not be visible in and around the furnishings or walls. The finished floor areas shall be clean, free of dirt, soil substances, or debris. The surface shall present a uniform luster, free of spots, scuff marks, and spillages.

G. Trash and Debris Collection: All trash, debris, and other waste materials, generated in the building shall be collected and removed to the designated areas as directed by the COTR.

H. Venetian Blinds: All Venetian blinds shall be vacuumed four times a year as part of the scheduled special cleaning using proper vacuum attachments.

I. Walls and Wall Coverings: Obvious signs of water stains, soil substances, dust smudges, or markings shall be removed from all surfaces, including air conditioning, heating grills/ ducts, and light fixtures. There shall be no sign of cobwebs, accumulation of dust, or soil substances.

J. Wastebaskets and receptacles: Wastebaskets, trash receptacles and recycling containers shall be maintained free of trash/debris and residue. Plastic bags with a minimum thickness of 1.25 mils, shall be placed in all wastebaskets, trash receptacles and recycling contains. The plastic bags shall be replaced if they are torn or ripped or have a buildup of residue. They shall be maintained odor free.

K. Windows and Window Glass: Surfaces shall be cleaned on the inside of all exterior window and glass. The glass on entrance doors shall be cleaned on both sides. Window sashes, sills, woodwork/metalwork and other surrounding surfaces shall be wiped free of dripping and marks. All glass surfaces shall be maintained clean and free of dirt, dust, and water spots. All mirrors shall be entirely cleaned and free of smears, smudges and streaks.

END OF SECTION C

SECTION G
CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

AOC52.201-1	CONTRACTING OFFICER’S AUTHORITY
AOC52.201-2	CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)
AOC52.211-1	KEY PERSONNEL
AOC52.211-2	APPROVAL OF SUBSTITUTE CONTRACTOR PERSONNEL
AOC52.223-5	SPECIAL SECURITY REQUIREMENTS - SERVICES
AOC52.223-7	SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES
AOC52.223-8	DELIVERY VEHICLE INSPECTION REQUIREMENTS
	SUBMISSION OF INVOICES

SECTION G
CONTRACT ADMINISTRATION DATA

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. *(End of clause)*

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
(JUN 2004)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) cost, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction. *(End of clause)*

AOC52.211-1 KEY PERSONNEL (MAR 2005)

(a) The Contractor shall assign to this contract the following key personnel: (the name(s) of the key personnel shall be completed at time of award)

Name	/Title/	Telephone No.
<hr/>		
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(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

SECTION G
CONTRACT ADMINISTRATION DATA

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions. *(End of clause)*

AOC52.211-2 APPROVAL OF SUBSTITUTE CONTRACTOR PERSONNEL (JUN 2004)

(a) During the first ninety days of performance, the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the "SCHEDULE OF ITEMS" in Section B).

(d) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions. *(End of Clause)*

AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (JUN 2005)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to

SECTION G CONTRACT ADMINISTRATION DATA

a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, NE

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including

SECTION G
CONTRACT ADMINISTRATION DATA

subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative. *(End of clause)*

AOC52.223-7 SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES
(JUN 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building. *(End of clause)*

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;

SECTION G
CONTRACT ADMINISTRATION DATA

- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *40 P Street SE inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract. *(End of clause)*

END OF SECTION G

SECTION I
CONTRACT CLAUSES

TABLE OF CONTENTS

AOC52.202-1	DEFINITIONS
AOC52.203-1	ADVERTISING/PROMOTIONAL MATERIALS
AOC52.203-2	DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC
AOC52.203-3	OFFICIALS NOT TO BENEFIT
AOC52.203-4	DISSEMINATION OF CONTRACT INFORMATION
AOC52.203-5	CONFIDENTIALITY REQUIREMENT
AOC52.204-1	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
AOC52.215-10	EXAMINATION OF RECORDS
AOC52.216-6	UNDEFINITIZED CONTRACT ACTIONS
AOC52.219-1	UTILIZATION OF SMALL BUSINESS CONCERNS
FAR 52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
AOC52.222-3	CONVICT LABOR
AOC52.222-4	OVERTIME WORK
AOC52.222-5	COLLECTIVE BARGAINING AGREEMENTS
AOC52.223-4	TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS
AOC52.223-9	ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS
AOC 52.228-2	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
AOC52.228-4	INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FAR 52.232-18	AVAILABILITY OF FUNDS
FAR 52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
AOC52.232-2	PAYMENTS - SERVICES

SECTION I
CONTRACT CLAUSES

AOC52.232-3	PAYMENTS - SERVICES REQUIRING TIME RECORDS
AOC52.232-6	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION
AOC52.232-7	DISCOUNTS
AOC52.232-9	PAYMENT OF INTEREST ON CONTRACTOR CLAIMS
AOC52.232-12	ASSIGNMENT - SUPPLEMENT
AOC52.233-1	DISPUTES
AOC52.233-2	CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS
AOC52.233-4	DAMAGES FOR DELAY
AOC52.245-2	GOVERNMENT-FURNISHED PROPERTY
FAR 52.246-20	WARRANTY OF SERVICES
FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

SECTION I CONTRACT CLAUSES

AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract. *(End of clause)*

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication. *(End of clause)*

SECTION I CONTRACT CLAUSES

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

- (a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.
- (b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.
- (c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.
- (d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim. *(End of clause)*

AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. *(End of clause)*

AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public. *(End of clause)*

AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect. *(End of clause)*

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government. *(End of clause)*

SECTION I CONTRACT CLAUSES

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

- (a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.
- (b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.
- (c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.
(End of clause)

AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

- (a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.
- (b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor’s suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor’s suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required

SECTION I CONTRACT CLAUSES

and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.
(*End of clause*)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract. (*End of clause*)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed

SECTION I
CONTRACT CLAUSES

under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Truck Driver, medium truck (WG-7)	\$13.57/hr.	
1. FERS Benefit		\$2.29
2. Medicare		.20
3. Social Security		.84
4. Thrift Savings Plan		.68
5. Life		.07
6. Health		<u>1.09</u>
	TOTAL	\$18.74

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082©)(2). *(End of clause)*

AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records). *(End of clause)*

AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

SECTION I CONTRACT CLAUSES

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: (Carolyn Horne)
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

SECTION I CONTRACT CLAUSES

AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request. *(End of clause)*

SECTION I CONTRACT CLAUSES

AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government. *(End of clause)*

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. *(End of clause)*

AOC52.232-2 PAYMENTS - SERVICES (JUN 2004)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

SECTION I CONTRACT CLAUSES

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.
(End of clause)

AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS (JUN 2004)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see "SCHEDULE OF ITEMS" in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(c) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(d) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.
(End of clause)

SECTION I CONTRACT CLAUSES

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the

SECTION I CONTRACT CLAUSES

Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

SECTION I CONTRACT CLAUSES

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) **Designated office:**

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7

DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in

SECTION I CONTRACT CLAUSES

conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. *(End of clause)*

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.
(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23
ASSIGNMENT OF CLAIMS. *(End of clause)*

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly

SECTION I CONTRACT CLAUSES

authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law. *(End of clause)*

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change. *(End of clause)*

AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this

SECTION I CONTRACT CLAUSES

article such other sections will be superseded hereby with respect to the issue of delay damages. *(End of clause)*

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

- (a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.
- (b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.
- (c) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.
- (d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.
- (e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.
- (f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the “Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol” before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.
- (g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor. *(End of clause)*

SECTION I CONTRACT CLAUSES

FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor "*within 30 days from the date of acceptance by the Government*". This notice shall state either --

(1) That the Contractor shall correct or re-perform any defective or nonconforming services;
or

(2) That the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price. (*End of clause*)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR</u> <u>NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26

SECTION I
CONTRACT CLAUSES

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
ALTERNATE I	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

(End of clause)

END OF SECTION I

SECTION J
ATTACHMENTS/EXHIBITS

TABLE OF CONTENTS

<u>ATTACHMENT NO.</u>	<u>ATTACHMENT NAME</u>
1	LOCATION PLAN - SENATE WAREHOUSE <u>**NOTE: Site Plan Drawing made available at site Visit</u>
2	MECHANICAL HVAC PLAN <u>**NOTE: Drawings made available at site Visit</u>
3	ABBREVIATIONS AND DEFINITIONS
4	APPLICABLE CODES, REGULATIONS, & STANDARDS
5	SCHEDULE OF DELIVERABLES
6	MEP SYSTEMS NARRATIVE
7	SYSTEMS REQUIRING MAINTENANCE
8	SPARE PARTS AND MATERIAL LISTS
9	FACILITIES PRIORITY CODES
10	REPORTING REQUIREMENTS
11	METRICS AND MEASUREMENTS
12	PROHIBITED MATERIALS LIST
13	PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM
14	UNITED STATES CAPITOL POLICE - Request for Criminal History Records
15	WORK ORDER PRICE LIST
16	WAGE DETERMINATION NO. 94-2103 (R-34)
17	PAST PERFORMANCE QUESTIONNAIRE

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

TABLE OF CONTENTS

FAR 52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
FAR 52.204-3	TAXPAYER IDENTIFICATION
AOC52.204-2	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AOC52.204-3	REPRESENTATIONS AND CERTIFICATIONS
FAR 52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AOC52.209-1	ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST
AOC52.215-8	AUTHORIZED NEGOTIATORS

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. *(End of provision)*

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

- _____ Corporate entity (not tax-exempt);
- _____ Corporate entity (tax-exempt);
- _____ Government entity (Federal, State, or local);
- _____ Foreign government
- _____ International organization per 26 CFR 1.6049-4;
- _____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____. (*End of provision*)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable. (*End of provision*)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. *(End of provision)*

AOC52.209-1 ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST
(NOV 2004)

(a) The offeror and resultant contractor certifies that, to the best of the it’s knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of

(1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract. *(End of provision)*

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

(End of provision)

END OF SECTION K

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

TABLE OF CONTENTS

ARTICLE NO. ARTICLE NAME

L.1	SOLICITATION DEFINITIONS
L.2	PRE-PROPOSAL AND SITE VISIT
L.3	GENERAL INFORMATION
L.4	AMENDMENTS TO SOLICITATION
L.5	FAILURE TO SUBMIT OFFER
L.6	SUBMISSION OF OFFERS
L.7	SUBMISSION, MODIFICATION, REVISION, & WITHDRAWAL OF PROPOSALS
L.8	RESTRICTION ON DISCLOSURE AND USE OF DATA
L.9	PREPARATION OF OFFERS
L.10	EXPLANATION TO PROSPECTIVE OFFERORS
L.11	PROPOSAL LIFE
L.12	INTERPRETATIONS
L.13	PROPOSALS NOT SELECTED
L.14	INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST PROPOSALS
L.15	TYPE OF CONTRACT

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION DEFINITIONS (AOC) (NOV 1999)

L.1.1 “Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

L.1.2 “Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

L.1.3 “Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

L.2 SITE VISIT

L.2.1 It is strongly recommended that all prospective Offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

L.2.1.1 A Site Visit meeting will be conducted on **October 26, 2005 at 10:00 A.M. (Local time) at the Architect of the Capitol Senate Warehouse Facility located at 1575 Cabin Branch Drive, Landover, Maryland. Those intending to participate shall notify Ms. Carolyn Horne by email @ chorne@AOC.GOV of their intent to participate in the site visit *no later than 2 P.M. (Local time) October 24, 2005.* The Government will conduct a building survey(s) following the pre-proposal meeting.**

L.3 GENERAL INFORMATION (AOC) (MAY 2003)

L.3.1 Offeror are expected to examine the entire solicitation and all instructions. Failure to do so will be at the Offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

L.3.2 Offeror, including subcontractors if permitted under this solicitation, shall be individuals, partnerships, or corporations who are regularly engaged in the business covered by these specifications and who have established a satisfactory record in the past for performance of contracts of similar character and extent, and who maintain a regular force of workmen skilled in the performance of the work the offeror undertakes to perform upon submission of his proposal. Offeror shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.4 AMENDMENTS TO SOLICITATION (AOC) (NOV 2002)

L.4.1 If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

L.4.2 Offeror shall acknowledge receipt of any amendment to this solicitation by:

L.4.2.1 signing and returning the amendment,

L.4.2.2 identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;

L.4.2.3 letter or telegram, or

L.4.2.4 facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

L.5 FAILURE TO SUBMIT OFFER

L.5.1 Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitation for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name **will be removed** from the applicable mailing list.

L.6 SUBMISSION OF OFFERS (AOC) (JUL 2003)

L.6.1 Offeror and modifications thereof shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes addressed to: Architect of the Capitol, Procurement Division, Ford House Office Building, ATTN: Eleanor Deegan, Supervisory Contract Specialist, Room H2-263 Bid Room, Second and "D" Streets. SW., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write Bid Documents Enclosed", H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers and modifications will not be considered.

L.6.2 Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by Offeror to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.6.3 The only acceptable method by which Offeror can deliver their response to this solicitation shall be via **Federal Express (FEDEX) or United Parcel Service (UPS)**. Hand-carried offers and modifications will be rejected.

L.6.4 To assist in tracking of offers, Offeror are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as copies of their FEDEX or UPS receipt to Nichele Robinson/Carolyn Horne at (202-225-1947/1940) at the time of issuance of their proposal.

L.7 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS (AOC) (JUL 2003)

L.7.1 Offeror are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

L.7.2 Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

L.7.2.1 If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt or proposals.

L.7.2.2 There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

L.7.2.3 It is the only proposal received.

L.7.3 However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

L.7.4 Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation or oral testimony or statements of Government personnel.

L.7.5 If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified within the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

day as specified in the solicitation on the first work day on which normal Government processes resume.

L7.6 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the Id Agency of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA (AOC) (NOV 1999)

L.8.1 Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

L.8.1.1 Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and --

L.8.1.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.9 PREPARATION OF OFFERS (AOC) (NOV 2002)

Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offeror’s risk.

Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1(SOLICITATION, OFFER, AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

For each item offered, offers shall (1) show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offer in the “Amount” column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however to correction to the same

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

extent and in the same manner as any other mistake. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

L.10 EXPLANATION TO PROSPECTIVE OFFERORS (A.C.) (NOV 2002)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors.

L.11 PROPOSAL LIFE

The prices offered by the Offeror must be firm for an acceptance period of 90 days from the date of proposal opening. If no award is made within 90-days of proposal opening, this proposal is automatically canceled unless an extension is requested by the Architect of the Capitol and granted by the offeror.

L.12 INTERPRETATIONS (AOC) (SEP 1999)

Prospective offerors shall request the Contracting Officer in writing, via FAX or e-mail to chorne@aoc.gov for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of: Carolyn Horne, Contract Specialist, Procurement Division at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to chorne@aoc.gov or via facsimile to (202) 225-3221. Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors and shall become a part of the contract. The Contracting Officer reserves the right to answer only such questions as have in his opinion, a definite bearing upon the proposals to be submitted. Offerors shall acknowledge in Block 12 of the form entitled, "SOLICITATION, OFFER, AND AWARD," the receipt of all amendments. Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

Oral explanations or instructions given before the award of the Agreement will not be binding. See Section L13 for time-frame for submitting questions to the Contracting Officer. Questions may be emailed to chorne@aoc.gov or faxed to the attention of Carolyn Horne, Contract Specialist, on (202-225-3221).

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.13 DISPOSITIONS OF PROPOSALS NOT SELECTED

After an offeror has been selected, one copy of each unsuccessful proposal will be retained by the issuing office and the remainder will be destroyed. No destruction certificate will be furnished.

L.14 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST PROPOSALS

L.14.1 Submission of Offers

A. Offers and modifications thereof shall be submitted in sealed envelopes or packages containing proposals, as requested in Section L addressed to Bid Room, Room H2-263, Procurement Division/Contract Branch II, Ford House Office Building, 2nd and D Streets, SW., Washington, DC 20515 with the OFFER OR's name and address, and with the following information in the lower left hand corner:

Time Specified for Receipt: 2:00 P.M., **14 November 2005**, Solicitation Number:
AOC RFP 050104, Name and Address of Offeror:

B. The Proposal shall be prepared in two parts: a technical proposal and a cost proposal as outlined in Section L. Each of the parts shall be separate and complete in itself so that evaluation of one can be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost. A cover letter may accompany the proposal to set forth any information that the offeror wishes to bring to the attention of the Government.

These proposals must be submitted separately in accordance with the following
schedule:

***Cutoff Date for Questions:* 31 OCTOBER 2005**
***Proposals Due:* 14 NOVEMBER 2005**

All submittals are due by 2 p.m., 14 November 2005, local time.

C. Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the OFFER OR's risk. Each offeror shall furnish the information required by the solicitation.

D. Telephonic offers will not be considered unless authorized by the solicitation;
however,

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

offers may be modified by written or telegraphic notice from the authorized negotiator if that notice is received by the time specified for receipt of offers.

L.14.2 Proposal Format

Proposals submitted in response to this solicitation shall be formatted as described in the following subsections.

The OFFEROR's proposal must be submitted in three separate volumes:

1. Solicitation, offer, and award form, volume I - one (1) originally signed and three (3) copies
2. Technical proposals, Volume II - four (4) copies
3. Cost proposal, Volume III-four (4) copies

The proposals shall also be submitted in accordance with the schedule established in Section 14.1B. Each volume must be clearly labeled and bound in a three ring binder. Text is limited to a single side of 8 ½" by 11" paper with one inch margins (top, bottom, right, and left).

Elaborate brochures or other presentations beyond what is sufficient to present a complete and effective proposal are NOT desired. If the proposal does include brochures and other promotional material, this material must be placed in an appendix.

L.14.2.1 Volume I - Solicitation, offer and award form

The standard form shall include Sections A,C,D,E,F,G,H,I, and K of solicitation document (including amendments).

(1) Section A - cover sheet: Blocks 13A, 13B, 13C, 14, and 16 of page 1 of the solicitation offer, and award form shall be completed by Offeror and block 15 shall be signed by an officer of the company to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

(2) Sections C,D,E,F,G,H,I, and J: By incorporating the provisions set forth in Sections C,D,E,F,G,H,and I of the solicitation document into Volume I of the proposal, the offeror is agreeing to comply with these provisions. Offeror shall also include two complete copies of the following: Attachment 1, Certification of Mandatory Requirements.

(3) Section K: Representations, Certifications, and Other Statements of Offeror: The offeror must check or complete all applicable boxes of blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as Section K in Volume I of the proposals.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.14.2.2 Volume II - Technical Proposal

Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in this solicitation. Offerors are cautioned to be responsive to all of the requirements of Section C (Scope of Work) and provide sufficient information to allow evaluation of the proposals per Section M (Evaluation Factors for Award). The technical proposal must be succinct, well written, and presented in a clear straightforward manner in an 8.5" x 11" format. For ease of evaluation offerors are to submit the technical proposal organized into the following 4 parts:

FACTOR 1: CORPORATE RESOURCES/EXPERIENCE MANAGEMENT - The Offeror's proposal **SHALL AT A MINIMUM----- provide descriptions of current or recently completed contracts performed by the offeror, and any proposed sub-contractor, FROM WITHIN THE PAST TEN (10) YEARS of successfully performed "Operation and Maintenance contracts for at least three (3) comparable projects that have been performed within the past five (5) years. Comparable projects are those, which are similar in size or larger, scope, and complexity to the work contemplated by this solicitation, and which involve most of the following characteristics:--**

- ◆ Experience in operating/maintaining a 24-hour, 7-day a week operation using a computer assisted facility management software (CAFM)
- ◆ Experience in performing operations and maintenance for a BOMA Class A building with similar systems to include preventative, predictive, and corrective maintenance and operational control utilizing a building automotive system.
- ◆ Experience with ongoing design build work for facility additions, alterations, and system modifications.

****Each project profiled shall at a minimum list the following information:**

- >project description & location
- >contracting agency/owner identification and address
- >date of award, amount/final amount, & description of any differences between the award amount and the final amount
- >key personnel/subcontractors involved
- >brief description of project
- >agency point of contact/owner with phone number

Sub-factor 1: Similar Project Experience: Demonstrates expertise and successful completion of operations and maintenance services (over 100,000 square feet of building space) with responsibilities for the items/services outlined in the scope of work. Similar project experience can be work completed under the direction of the offeror by in-house forces, sub-contractors, or partners. The project profile should clearly state the role of each participant (by company) and their responsibilities.

Sub-factor 2: Long Term Relationship: Profiled projects demonstrate that the offeror has been successful in establishing and maintaining long term relationships to include: customers,

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

suppliers, subcontractors and partners.

Sub-factor 3: Support Infrastructure: Proposal should demonstrate that the offeror possesses the necessary infrastructure at the corporate level to insure successful project start-up and continuing operations to include: corporate sponsorship for executive oversight; program management; human resources; accounting/budget; planning; design support; facilities engineering; operations and maintenance, safety and supplier/subcontractor management.

Sub-factor 4: Project Schedule and Budget: Proposal should demonstrate that the offeror has a consistent track record of completing similar projects on schedule and within budget. manner.

FACTOR 2: Technical Approach - The offerors shall discuss in outline form, with brief narratives, the processes they would use in the implementation of this project as stated within the statement of work. The outline shall include specific tasks and other items the firm deems critical to their technical approach as it relates to each sub-factor. The technical approach must demonstrate an understanding of the range of work and describe the general processes

Sub-factor 1: Operations and Maintenance - Provide evidence of your team's ability to perform onsite operation and maintenance services for a facility of the size, scope, and complexity of the Senate warehouse facility to include: building and site systems preventive, predictive, and corrective maintenance planning; scheduling, and execution; building systems operations, monitoring and controlling; testing requirements; indoor air quality, waterworks, and regulatory reporting

Sub-factor 2: Design Building Projects: Provide evidence of your teams ability to perform design-build project work for a facility of the size, scope, and complexity of the Senate Warehouse facility site to include: scoping; planning; estimating, design; scheduling, construction; and construction management services.

Sub-factor 3: Infrastructure Repair Orders: Provide evidence of your team's ability to identify, prepare and subsequently perform infrastructure repair orders for maintenance work that includes a detailed description of the tasks to be performed and the justification and/or impact to the facility if the effort is not approved.

FACTOR 3: KEY PERSONNEL - The Offeror's proposal shall: ----

Sub-factor 1: Staffing Plan - Provide your list of proposed Key project team members, both in-house and major subcontractor, with any professional registration, licenses, or certification they may possess and identify their intended role on this project. Specifically, identify the Corporate sponsor, onsite program manager, chief engineer, lead HVAC technician, electrical/instrumentations control technician, CAFM technician/work order planner, CAD technician, small project work manager,

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

construction manager, and construction foreman. Identify corporate staff support and/or affiliated consultants for speciality areas. Provide a detailed narrative describing the qualifications of these individuals and any major subcontractors as they relate to intended roles on this project. Where specific staff cannot be identified by name, indicate the technical speciality and the number of proposed personnel.

Sub-factor 2: *Key personnel resumes* - Provide evidence that proposed personnel (as defined by the statement of work) are well qualified in their areas of expertise and meet all qualifications outlined within the statement of work. Furnished resumes shall include: a detailed work history with job title, project responsibilities and accomplishments; dates assigned to project, relevant education and training accomplishments; copies of licensing and certifications, and client points of contact with phone numbers. Resumes of key personnel that are proposed for this project, along with the corporate sponsor, are required for inclusion with the offerors response.

FACTOR 4: PAST PERFORMANCE - For each project description provided pursuant to paragraph entitled “Corporate Experience,” the offeror and each proposed subcontractor, if applicable, shall request that its former customers complete the attached Past Performance Questionnaire (Section J, attachment J-17) furnished with solicitation. While it is recognized that most single projects may not have covered all of the elements, skills, and tasks required in this procurement, the offeror’s proposal may include a group of projects that substantially demonstrate accomplishment of similar work elements, skills, and tasks. The questionnaire responses will be reviewed with the offeror being evaluated on the sub-factors below.

It is the offeror’s responsibility to ensure that Past performance questionnaires are completed and timely submitted by customer references, and that correct names, addresses, and phone numbers are provided in the proposals for each reference. All questionnaires shall be submitted by the past customers directly to the Architect of the Capitol by facsimile to the attention of Ms. Carolyn Horne, (202) 225-3221 or by email to chorne@aoc.gov. The Government may also contact other offeror customer’s or use other references/information to verify past performance.

Sub-Factor 1: *Conforming to Contract Requirements* - That the offeror has a history of delivering the required contract services in a manner that meets the contract requirements and complied with all standards. Additionally, that **NO** cure notices, show cause notices, or other letters dealing with unsatisfactory performance had to be issued to the contractor.

Sub-Factor 2: *Quality of Work* - That the offeror consistently maintained a quality control program and that all deliverables/services met the specified quality required by the contract.

Sub-Factor 3: *Cost Performance* - That the offeror provided services at a reasonable price and managed the work to meet approved budgets. Additionally, that the required contract price changes were fully investigated and presented to the customer in a

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

forthright manner after all attempts to contain the cost were unsuccessful.

Sub-Factor 4: *Schedule Performance* - That the offeror met the required schedule and if necessary, took the appropriate (as necessary) steps to get back on schedule without customer action.

Sub-Factor 5: *Customer Satisfaction* - That the offeror dealt with the customer with integrity, reasonableness and in a cooperative spirit that demonstrated a concern for, not only delivering what was required but, insuring that customer satisfaction was achieved. That maintaining the relationship was important throughout the process.

L.14.3 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL

A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent. **“The contractor shall also complete and submit along with his price proposal, Section J - Attachment J-15 entitled Reimbursable Services and Rates”.**

In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

The Price Proposal will be submitted along with the required documents in the following order:

- | |
|--|
| <ol style="list-style-type: none">(1) The “SOLICITATION, OFFER, AND AWARD” FORM (original signature required in Block 15);(2) Section B - The “SCHEDULE” pages; and(3) Section K - The “REPRESENTATIONS AND CERTIFICATIONS”.(4) Section J - Attachment J-15 - Reimbursable Services and Rates |
|--|

L.14.4 Price Proposal. Offerors shall submit their price proposals on the form requested in Section B. Other necessary costing or cost derivation information may be included on separate sheets.

L.15 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

END OF SECTION L

SECTION M
EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>ARTICLE NAME</u>
M.1	BASIS FOR AWARD
M.2	EVALUATION OF PROPOSALS
M.3	PROPOSAL EVALUATION CRITERIA
M.4	CLAUSES INCORPORATED BY REFERENCE

SECTION M EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

Subject to the terms and conditions herein, contract award will be made to a single offeror who, in the discretion of the Contracting Officer, is determined to offer the best value to the Government. No proposal shall be considered for award that fails to reflect the offeror's clear intent to provide the full amount of work described within this solicitation.

Overall best value will be determined strictly in accordance with the evaluation factors listed in the solicitation. Inherent in the concept of best value is the exercise of reasonable discretion and subjective determination by the Contracting Officer as the source selection official. The price factor shall become increasingly more important in the selection as the differences between non-price factors narrow among evaluated offers remaining in the Competitive range. In such cases, where all non-price factors being evaluated are virtually the same, best value may be represented by the lowest price offered.

Best value may ultimately result in the selection of other than the lowest price offer, where in the discretion of the Contracting Officer, the evaluated total regarding the non-price factors of (1) Corporate Resources, (2) Technical Approach, (3) Key Personnel, and (4) Past Performance when taken together are considered in a tradeoff to be worth the additional price premium to be charged.

The Government reserves the right to make award without discussions based solely upon initial offers and without providing the opportunity to offerors to submit revised proposals. Accordingly, each initial offer must contain the offeror's best terms from a technical and price standpoint. If the Government does not enter into discussions, they will be held only with those offerors determined to be in the competitive range. Should discussions be held, a final proposal revision may be requested at which time the offerors may submit revisions to their proposals by an established cut-off date. Final proposal revisions will be evaluated against the same criteria and factors as they were in the initial offers and will be subject to submission and delivery provisions.

Offerors may be given an opportunity to address unfavorable reports of past performance if the offeror has not had a previous opportunity to review the rating. Such an opportunity will not be considered discussions and will not provide an offeror an opportunity to submit a revised proposal.

Discussions, if conducted, will include all offerors in the competitive range. However, limited "clarifications" typically involving only selected individual offerors may also in the discretion of the Contracting Officer, properly be conducted to resolve unanswered questions and such limited exchanges, if necessary, shall not be considered "discussions" and shall not result in the revision of any affected proposal.

M.2 EVALUATION OF PROPOSALS

SECTION M EVALUATION FACTORS FOR AWARD

This procurement is being conducted using formal source selection procedures, and contract award will be made to the offeror whose proposal conforms to the solicitation and is determined to be most advantageous to the Government in accordance with the requirements stated below.

- A. To be eligible for evaluation, proposals, must be prepared in accordance with and comply with the instructions given in the solicitation.
- B. The Technical Evaluation Factors, when combined are significantly more important than cost.
- C. The Technical Evaluation Factors to be used in assessing the quality of each proposal are listed below in Section M.3, Evaluation Criteria. The criteria listed below are in descending order of importance.
- D. The proposal's cost will be separately evaluated from the proposal's technical merit. Award will not be automatically determined by numerical calculation of formula relationship between cost and technical merit. As the technical merits of the proposals become more equal, than cost will be of greater importance.

M.3 PROPOSAL EVALUATION CRITERIA (AOC) (JUN 2003)

M.3.1 The evaluation criteria to be used by the Contracting Officer in the selection of a contractor to perform the work is as defined below. The criteria is divided into technical and price categories which consist of subsections corresponding to those in the article entitled "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL" and the article entitled "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL" in Section L. The technical criteria is considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

M.3.2 TECHNICAL CRITERIA. Each Offeror's proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance:

M.3.2.1 CORPORATE RESOURCES/EXPERIENCE MANAGEMENT. The offeror's proposal will be evaluated to determine if the offeror possesses all the necessary experience/familiarity with operating/providing management, supervision, labor, materials, supplies, repair parts, tools, and equipment necessary for the overall preventive/predictive maintenance and repair (PMR) of the Senate Warehouse facility.

M.3.2.2 Technical Approach. The offeror's technical approach will be evaluated to determine if the proposed plans, methods, and procedures to be used provide all the required management, supervision, personnel, materials, supplies, repair parts, tools and equipment necessary to comply with the solicitation requirements and thus ensure the successful completion of the required work.

SECTION M EVALUATION FACTORS FOR AWARD

M.3.2.3 Key Personnel. Resumes of Key Personnel will be evaluated to determine the level of his/her qualifications to perform the duties required by this solicitation. The resume(s) will also be evaluated to determine the extent of successful participation in similar projects within the past five (5) years, taking into consideration degree of client satisfaction for each project. Copies of (offeror and subcontractor's employees) professional licenses of each tradesman assigned to the contract will be evaluated to ensure compliance with the requirements of the statement of work.

M.3.2.4 Past Performance. The offeror's past performance will be evaluated to determine successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. In investigating the offeror's past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

M.3.3 Price Criteria. The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measure not only actual dollars but also analyze the realism and reasonableness of the Offeror's proposed price.

M.4 CLAUSES INCORPORATED BY REFERENCE

M.4.1 This contract incorporates one or more Federal Acquisition Regulation (FAR) (Chapter 1 of Title 48, Code of Federal Regulations) clauses by reference with the same force and effect as if they were given in full text. The full text of the clauses(s) may be accessed electronically at: "www.gsa.gov".

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
EVALUATION OF OPTIONS	JUL 1990	52.217-5

END OF SECTION M

**ALTERNATE COMPUTER FACILITY
SECTION J Attachment 3**

ABBREVIATIONS AND DEFINITIONS

Abbreviations:

A-E	Architectural and Engineering
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AGIH	American Governmental Industrial Hygienists
AHU	Air Handling Unit
ANSI	American Nation Standards Institute
AOC	Architect of the Capitol
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ATS	Automatic Transfer Switch
BAS	Building Automated System
BOCA	Building Officials and Code Administrators
BOMA	Building Owners and Managers Association International
BOP	Building Operating Plan
BTU	British Thermal Units
CAD	Computer Aided Design
CAFM	Computer Assisted Facilities Management
CET	Certified Elevator Technician
CFR	Code of Federal Regulations
CFM	Cubic Feet per Minute
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
CO2	Carbon Dioxide
COB	Close of Business
COR	Contracting Officer's Representative
C/W	Chilled Water
DDC	Direct Digital Control
DEQ	Department of Environmental Quality (Maryland)
DIP	Ductile Iron Pipe
DWO	Demand Work Order
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
FAT	Functional Acceptance Test
FC	Facility Center CAFM Software
FM	Facility Management
FT	Feet
GAL	Gallon

**ALTERNATE COMPUTER FACILITY
SECTION J Attachment 3**

GPH	Gallons per Hour
GPM	Gallons per Minute
GR	Grains of Moisture
HCHO	Formaldehyde
H/W	Heating Hot Water
HR	Hour
HVAC	Heating Ventilation and Air Conditioning
IAQ	Indoor Air Quality
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IREM	Institute of Real Estate Management
IRO	Infrastructure Repair Order
ISO	International Standards Organization
KPIs	Key Process Indicators
KVA	Kilo Volt Amps
KW	Kilo Watts
LB(S)	Pound(s)
LEEDS	Leadership in Energy and Environmental Design
SAA	Sergeant at Arms (Tenant Organization)
MBH	1,000 BTUs per Hour
MCL	Maximum Contaminate Level
MEP	Mechanical, Electrical and Plumbing
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAEC	National Association of Elevator Contractors
NAVCC	National Audio Visual Conservation Center (Tenant Organization)
NEBB	National Environmental Balancing Bureau
NEC	National Electric Code
NFPA	National Fire Protection Association
NICET	National Institute of Certification in Engineering Technologies
NSC	Nation Safety Council
OAT	Operational Acceptance Test
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
O&M	Operations and Maintenance
PDDU	Packaged Desiccant De-humidification Unit
PM	Preventative / Predictive Maintenance
PPM	Parts Per Million
PSI	Pounds per Square Inch
PVC	Poly Vinyl Chloride
RCP	Reinforced Concrete Pipe

ALTERNATE COMPUTER FACILITY SECTION J Attachment 3

RH	Relative Humidity
ROM	Rough Order of Magnitude
SOP	Standard Operating Procedure
SOW	Statement of Work
TLV	Threshold Limit Values
TWA	Time Weighted Average
UFAS	Uniform Federal Accessibility Standards
VAV	Variable Air Volume
VDC	Volts Direct Current
VTG	Vertical Tube Pour-In Gaseous Filter
W/M	Water Main

Definitions:

24/7: Continuous operations for 24 hours a day / seven days a week.

Critical Systems: All life safety systems and other systems that put the Art Work collection at risk for damage or deterioration when inoperable.

Construction: Installing new building equipment, systems, components or structures at the Senate Warehouse site or addition to and alteration of the same.

Corporate Sponsor: Executive level person with the Managing Contractor's organization who has been designated to provide contract oversight and insure overall customer satisfaction. This person would be involved in any escalation and problem resolution process beyond the on-site Program Manager.

Demand Work Order: Reactive or corrective maintenance regardless of the origination of the task. Including all maintenance work orders, except preventative maintenance (PM). Work identified during a PM will be classed as a DWO.

Emergency Service Call: Defined as a priority 1 or 2 demand work order (DWO.)

Facilities Priority Codes: A numerical system that classifies, defines response times, and prioritizes maintenance and repair, demand work orders and small project work.

Full Service Vendor: A description of the broad range of services provided by the facility operations and maintenance contractor (referred to as the Managing Contractor) for the Senate Warehouse.

Maintenance and Repair: Predictive/Preventative maintenance and repair of building equipment systems, components or structure that currently exists at the Senate Warehouse site.

ALTERNATE COMPUTER FACILITY
SECTION J Attachment 3

Managing Contractor: The company contracted with the AOC to provide facility operations and maintenance support for the Senate Warehouse.

Managing Contractor Personnel: Includes direct hire staff, temporary staff, suppliers, subconsultants, and subcontractors.

Monthly Work Order: Work orders used by the Managing Contractor to track man-hours spent on routine operations which are not on the PM schedule (rounds, training, administration work and system monitoring.)

Planned Work: Includes IRO and other work that is scheduled by a specific due date or event.

Project Work: See small projects below.

Reimbursable Services: Labor, materials or contracted services performed by the Managing Contractor with payment based on pricing submitted with the proposal.

Routine Service Call: All priority 4 - 10 service calls.

Self Perform: Work completed by Managing Contractor, or partner personnel as opposed to subcontracted forces.

Small Projects: A class of facility addition/alteration, systems modification, new interior finishes/office upgrades or complete repainting work with a construction cost of up to \$250,000.

Sustainable: Providing a safe, healthy, comfortable indoor environment while simultaneously limiting the impact of the Earth's natural resources.

Urgent Service Call: Defined as a priority 3 DWO.

**SENATE WAREHOUSE
SECTION J Attachment 4**

APPLICABLE CODES, REGULATIONS AND STANDARDS

A. Safety, Industrial Hygiene and Environmental:

1. Occupational Safety and Health Standards for General Industry 29 CFR 1910.
2. Safety and Health Regulations for Construction 29 CFR 1926.
3. Basic Program Elements for Federal Employee OSHA Program and Matters 29 CFR 1960.
4. Federal Standard 313: Preparation and the Submission of Material Safety Data Sheets
5. American Governmental Industrial Hygienists Threshold limit Value for Chemical Substances and Physical Agents and Biological Exposure Indices.
- 6.. Environmental Protection Agency (EPA): National Emission Standards for Hazardous Air Pollutants (40 CFR 61); Hazardous Waste Management (40 CFR 260-270, 302, 355, 370) and National Primary Drinking Water Regulations (40 CFR 141.)

B. AOC Adopted Building Codes:

1. The BOCA Basic Building Code, 2005 Ed.
2. National Electric Code, NFPA 70, 2005 Ed.
3. NFPA 101, Life Safety Code, 2005 Ed.
4. ASHRAE Handbook of Fundamentals, current Ed.
6. IMC, 1998 Ed.
7. IPC, 1997 Ed.
8. Illuminating Engineering Society Handbook, current Ed.
9. NFPA 111, Standard on Stored Electrical Energy & Standby Power, current Ed.
10. ASHRAE Standard 90.1-89, Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings.
11. NFPA 2001 - Clean Agent Fire Extinguishing Systems, 2005 Ed.
12. Uniform Federal Accessibility Standards, 1985-494-187
13. 28 CFR Part 36, ADA Standards for Accessible Design, 7/1/94 Ed.14.

C. Indoor Air Quality:

1. Ventilation for Acceptable Indoor Air Quality (ASHRAE-62-2005)
2. Standard for Thermal Environmental Conditions for Human Occupancy (ANSI/ASHRAE-55)
3. National Environmental Balancing Bureau (NEBB): Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air Conditioning and Refrigeration System.

**SENATE WAREHOUSE
SECTION J Attachment 4**

D. Waterworks

1. Maryland Board of Waterworks Waste Management System Regulations

E. Accident Investigation:

1. National Safety Council Accident Investigation: A New Approach

F. Other References:

1. AOC Design Standards (Most Current Version.)
2. Building Operators and Managers Association (BOMA) International Books and Guidelines.
3. Institute of Real Estate Management (IREM) Books and Guidelines.
4. International Facility Management Association (IFMA) Benchmarking Recommendations, Research Reports and Guidelines.

**SENATE WAREHOUSE FACILITY
SECTION J Attach J5
SCHEDULE OF DELIVERABLES**

No.	Deliverable Description	Reference	Copies	Due
1	Staffing Plan	C.4.2.2	3	30
2	Subcontractor / Supplier Management Plan	C.4.2.3	3	30
3	Training Plan	C.4.3.2	3	90
4	Approved Chemicals List	C.4.18	3	*
5	Material and Spare Parts Inventory	C.4.19	3	*
6	Critical Spare Parts List	C.4.19	3	120
7	On-Site Supplies and Consumables List	C.4.19.	3	120
8	Government Furnished Equipment Inventory	C.4.19.	3	*
9	Hazardous Materials Handling and Storage Plan	C.4.23	3	120
10	Spill Response Plan	C.4.23	3	120
11	Hazardous Waste Disposal Plan	C.4.23	3	120
12	Emergency Operations Plan	C.4.24.1	3	90
13	Designated Emergency Response Personnel	C.4.24.2	3	90
14	Customer Relations Program Plan	C.4.25	3	150
15	Quality Control Plan	C.4.30	3	120
16	Continuous Improvement Process Plan	C.4.32	3	150
No.	Deliverable Description	Reference	Copies	Due
17	Building Operating Plan	C.6	3	90
18	Preventative Maintenance Plan	C.6.6	3	120
19	Life Safety Systems Testing Plan	C.6.8	3	*
20	Indoor Air Quality Program Plan	C.6.9A	3	120
22	Water Treatment Plan (May not need)	C.6.10	3	

Note: Due means calendar days due after contract award. See Reference if asterisk shown.

**SENATE WAREHOUSE FACILITY
SECTION J Attach J5
SCHEDULE OF DELIVERABLES**

23	Cross Connection Control Plan	C.6.10	3	*
24	Bacteriological Sample Siting Plan	C.6.10	3	*

Note: Due means calendar days due after contract award. See Reference if asterisk shown.

**SENATE WAREHOUSE
SECTION J: ATTACHMENT (J6)
MEP SYSTEMS NARRATIVE**

PHASE I

MECHANICAL

- HVAC distribution system consisting of five (5) Environmental Control Units, supply/return ducts, fire dampers, Infrared humidifiers, pumps, fans, air filters, diffusers, returns, and controls.
- Nine (9) Air exhaust systems with fans, ducts and louvers for restrooms, kitchen, locker areas, and mechanical/electrical spaces in the building.
- Gas fire unit heaters, twelve (12) rooftop units and three (3) warehouse indoor unit heaters.
- Hot water, gas fired and electric unit heaters as well as hot water cabinet unit heaters.
- Four (4) electric domestic electric heater for toilet room reception area and mechanical room.
- Portable fire extinguishers.

ELECTRICAL

- Lighting HID Luminaire with safety lens, approximately 200.
- Fluorescent lighting 32 watt F32T8/(SP35) approximately 260 total with either 2, 3 or 4 lamp ballasts.
- Grounding and bonding system for all structures to include a ground bus, grounding for the communications system, electrical panels/rooms, equipment panels, and bonding for the emergency generators and fuel storage tanks.
- Fuel oil storage area 2000 gallons under generator.
- Power supplied from 100,000 AIC 277/480 3 phase 4 wire single entrance Pepco switch. One 1,600 amp service entrances, Four (4) dry type transformers, 6KVA, 30 KVA, 45KVA and 75KVA. Two Automatic transfer switches. Thirteen (13) power distribution panels.
- 300 kw generator for emergency power system.
- Low voltage wiring for various building systems controls.
- Low voltage wiring for security systems (maintained by others).
- Communications systems infrastructure (conduit and cable trays) for telecommunications/data lines.
- Telecommunications wiring, connections and equipment (by others.)
- Emergency and normal power interior lighting and approximately 20 emergency exit signs.
- Fire alarm system to include smoke and duct detection, pull stations, strobes, horns, remote alarm indicators, wiring, conduit, controls, annunciator panel with battery backup, and fire command center. Fire alarm system is tied in to other building systems as necessary (HVAC, electric, etc.)

SENATE WAREHOUSE
SECTION J: ATTACHMENT (J6)

- Heat trace system for piping (as necessary).
- Limited DDC building automation system (unit specific).

PLUMBING

- Building water systems to include: domestic use, hot and cold water, cooling tower make-up, mechanical make-up and chilled water with various valves, gauges, booster pumps and back flow prevention.
- Interior sanitary sewer system with venting, floor drains, and clean-outs throughout the facility.
- Natural gas supply system composed of distribution piping, gauges, strainers, valves, and meter.
- Plumbing fixtures to include: water closets, lavatories, urinals, water coolers and showers.
- Ceiling mounted electric hot water heater.
- 1,600 gallon Grease sand oil interceptor.

SENATE WAREHOUS
ATTACHMENT J7
Systems Requireing Maintenance (Proposed)

Qty. Electrical

136	1 450W MH lamp, Pendant Mount, HID Luminaire with Safety Lens 227V, LITHONIA #THV450MPA14 SCWAKW450
90	1 450W MH lamp, Pendant Mount, HID Luminaire with Safety Lens quartz restrike, 227V, LITHONIA #TEHV450MPA14 SCWAKW450QRS
46	1 450W MH lamp, Pendant Mount, HID Luminaire with Safety Lens, 227V, LITHONIA #TE450MPEIT MSCWAKW450
4	1 450W MH lamp, Pendant Mount, HID Luminaire with Safety Lens quartz restrike, 227V, LITHONIA #TE450MPEIT MSCWAKW450QRS
94	4 F32 T8 lamps 2x4 Fluorescent Troffer with KSH UV Filter Lens and Electronic Ballast, 277V, LITHONIA 2SP8432 K12UVA
40	3 F32 T8 lamps 2x4 Fluorescent Troffer with KSH UV Filter Lens and Electronic Ballast, 277V, LITHONIA 2SP8433 K12UVA
12	4 F32 T8 Lamps 2x2 Fluorescent troffer with 9 cell 3" deep parabolic louver and electronic ballast 277V
13	6 F32 T8 Lamps 2x2 Fluorescent troffer with 9 cell 3" deep parabolic louver and electronic ballast 277V
81	3 F32 T8 2x4 florescent troffer with acrylic prismatic lens and electronic ballast 277V
37	3 F32 T8 2x4 florescent troffer with acrylic prismatic lens and two electronic ballast 277V
8	1 250W MH HID wall pack with glass refractor and aluminum housing 277V
7	1 70W MH HID wall pack with glass refractor and aluminum housing 277V
6	2 F32 T8 4' Florescent stirp fixture with electronic ballast 277V
6	4 F32 T8 4' florescent strip fixture with white acrylic diffuser and electronics ballasts 277V
15	LED exit sign with white housing red letters and integral battery charger 277V
21	Emergency battery unit with integral battery charger 277V
2	Automatic Transfer Switches
1	300 KW Generator
1	30KVA Dry Type Transformer
1	6KVA Dry Type Transformer
1	45KVA Dry Type Transformer
1	75KVA Dry Type Transformer
1	Utility Meater
6	Light Conectors for Warheouse
14	Panel Boards

SENATE WAREHOUS
ATTACHMENT J7
Systems Requireing Maintenance (Proposed)

Qty. Gas Systems

- 1 Gas Meter
- 15 Pressure Regulators
- 15 Gas Cock Valves
- 15 Dirt Drip

Qty. Mechanical Systems

- 9 Wall Mounted Thermostates
- 74 Supply air difusers
- 10 Return air registers
- 1 1600 Gallon Return sand oil interceptor
- 1 Shower
- 7 Water Closets
- 1 Urinal
- 1 Hot Water Heater Electric
- 1 Janators Sink
- 1 Kitchen Sink
- 6 sinks
- 5 Back Flow Preventers
- 3 Shock Arrestors
- 20 Ball Valves
- 22 Angle Stop Valves
- 3 Gas Fired Unit Heaters
- 12 Gas Fire Rooftop Unit heaters
- 9 Exhaust Fans
- 4 Electrill Wall/Unit Heaters
- 5 Air Coold Environmental Control Units

SENATE WAREHOUS
ATTACHMENT J7
Systems Requireing Maintenance (Proposed)

Qty. Fire and Life Safety

1	Fire alarm Annunicator Panel
1	Fire Alarm Control Panel
1	Notification Appliicance Circuit Power Extender
1	Automatic Dialer
38	Smoke Detectors
8	Pull Station
14	Fire Alarm Flashers
26	Audiable Alarms
1	Water Flow Switch
	Duct Detectors
22	Fire Extinguishers
1500	Sprinkler Heads (Estimate)
12	Sprinkler Valves (Estimate)
5	Dry Type Sprinkler Preaction Valves (Estimate)

Qty. Misolaniumous

1	Refrigerator
13000	Square Feet Accustical Ceiling
1	2000 Gallon Fule Tank

SENATE WAREHOUSE

SPARE PARTS & MATERIAL LIST

ATTACH J-8

System/Equipment	Part/Material Type	Size	Quantity
Ceramic Tile	Floor/Wall Tiles & Grout	Varies	5%
Acoustical Ceilings	Ceiling Panels (Cartons of Each size/type/pattern)	Varies	5%
Flooring	Warehouse (concert)	Varies	TBD
Flooring	Vinyl Tiles	Varies	TBD
Carpet Tile	For Raised Floor Systems	24" x 24"	1%
Floor & Wall Paint	Touch for each type/color	NA	TBD
Fire Alarm	Strobe Unit Lamps	Varies	10%
Fire Alarm	Smoke & Heat Detectors	Varies	10%
Fire Alarm	Detector Bases	Varies	2%
Fire Alarm	Keys & Tool sets	Varies	1 Each Kind
Fire Alarm	Audible and Visual Notification Appliances	Varies	1 Each Kind
Fire Alarm	Fuses	Varies	5 Each Kind
Fire Suppression	Extra Sprinkler Heads, Wrenches & Storage Cabinet	Varies	Per NFPA 13
Pumps	Mechanical Seals (Per Type & HP)	Varies	1 Each Kind

SENATE WAREHOUSE**SPARE PARTS & MATERIAL LIST
ATTACH J-8**

System/Equipment	Part/Material Type	Size	Quantity
Water Treatment	Chemical Service Program	NA	4 years
Water Treatment	Extra Chemicals (Initial Stock)	NA	50%
Water Coolers	Filter Cartridges (Initial Stock)	NA	200%
Hose Bibb & Hydrants	Operating Key Handles	NA	100%
Backflow Preventer	Spare Parts Kit: Gaskets, Springs, and Main Assemblies	NA	1 Each
AHUs	Fan Belt Sets	Varies	1 Each Set
Unit Heater	Spare Filters	Varies	200%
Unit Heaters	Belts	Varies	10%
Cabinet Unit Heaters	Spare Filters	Varies	200%
Duct Accessories	Fusible Links	Varies	10%
Centrifugal Fans	Belts	Varies	100%
Power Ventilators	Belts	Varies	100%
Air Distribution System	Filters (Unless Pre-Filters)	Varies	100%
Air Distribution System	Pre-Filters	Varies	100%
HVAC Controls	Room Temp. Sensor Cover Wrenches	EA	5
Elect. Wiring Devices	Floor service outlet assembly	NA	10%
Elect. Wiring Devices	Receptacles	NA	10%

SENATE WAREHOUSE

**SPARE PARTS & MATERIAL LIST
ATTACH J-8**

System/Equipment	Part/Material Type	Size	Quantity
Switchgear	Fuses/fusible devices (transformers, control power, and circuit breakers)	Various	6 Each Kind
Switchgear	Indicating Lights	Various	6 Each Kind
Switchboards	Potential Transformer Fuses	Various	6 Each Kind
300 kw Generator	Control Boards, sensors, serpentine belts, and circuit breakers	Various	1 Each
Switchboards	Control Fuses	Various	6 Each Kind
Switchboards	Indicating Lights	Various	6 Each Kind
Panel Boards	Lock Keys	NA	6 Each Kind
Electrical System	Fuses	Various	10% Each Kind

**SENATE WAREHOUSE
FACILITIES PRIORITY CODES
Attachment J.9**

Priority 1

Immediate response with emergency notifications to all concerned SAA/AOC personnel, to be corrected within 2 hours. Examples:

- Fire or any life threatening situations (Service Call Desk to contact Security).
- Safety Concerns (i.e.: fumes, unidentified leak, or identified leaks of a hazardous nature, eyewash station out of service, electrical shock hazards, etc.)
- Hazardous spills, overflows, or leaks that could post a threat to the environment.
- Out of Spec Conditions (temperature & RH) for critical areas (collections storage, nitrate vaults, production, labs and datacenter.)
- Loss of power to the life safety systems or critical areas.
- Plumbing problems in any critical area.
- Any condition that puts the CURATOR collection at risk for damage.

Priority 2

Immediate response with emergency notification to COR and Key Managing Contractor staff., to be corrected within 24 hours. Examples:

- Any water leak above or in the immediate vicinity of critical areas.
- Electrical problems in high visibility or high use areas (office, storage rooms or bathrooms.)
- Re-lamp of lights on the emergency power circuit.
- Non-critical plumbing concerns (i.e.: water line leak in any area causing large amounts of water to accumulate.)
- Building Automated Systems Alarms (i.e.: HVAC, water supply system, etc.)
- Security concerns (i.e.: exterior doors, alarms, cameras)
- Safety concerns: (tripping/slipping hazards.)
- Faulty gauges, sensors or monitoring equipment.
- Clogged rest room drains.

Priority 3

Respond /fix within 24 hours. Examples:

- Hot/Cold calls (non critical areas.)
- Leaks or condensation.
- Interior doors not securing.
- Ceiling leaks in non-critical areas.
- Electrical repairs in non-critical areas.
- Technician generated service work.
- Non-critical security/safety concerns.
- Re-lamping in critical areas.
- Investigate IAQ complaints.

**SENATE WAREHOUSE
FACILITIES PRIORITY CODES
Attachment J.9**

Priority 4

Respond/fix within 48 hours. Examples:

- Non-critical plumbing repairs
- Technician generated scheduled service work.
- Re-lamp or replace ballast in non-critical areas.
- Clean vents.

Priority 5

Respond/fix within 5 days. Examples:

- Maintenance technician requested/generated service work.
- Office re-lamp or lens cleaning.
- Non-security doors repairs, lock changes.
- Repairs to building finishes in high visibility or high use areas (office, storage space)

Priority 6

Respond/fix within 10 days. Examples:

- Scheduled re-lamping in critical areas (no impact to operations.)
- Ceiling tile replacements.

Priority 7

Respond/fix within 30 days. Examples:

- Technician generated scheduled work on system repairs.
- Customer requested scheduled projects.
- Re-lamp common areas.
- Patch/paint/drywall repairs.
- Repairs to other building components or finishes in non-high visibility or high use areas.

Priority 8

Per due date/scheduled projects or jobs. Examples:

- Scheduled maintenance work by specific due date or special event.
- Infrastructure repair orders.

**SENATE WAREHOUSE
FACILITIES PRIORITY CODES
Attachment J.9**

Priority 9

Small projects services per due date/scheduled job date. Examples:

- Facility alterations.
- Building system modification.
- New painting or complete repainting of areas.
- Retrofitting/renovations.
- Engineering studies.
- Layout/planning.
- Construction Management.

Priority 10

Monthly planned work orders. Examples:

- Work orders generated to cover routine operations that are not placed on the preventive maintenance schedule. (i.e.: rounds, training, administration work, system monitoring.)

Note: All days for response/fix times denote calendar days.

**SENATE WAREHOUSE
SECTION J
ATTACHMENT J10: REPORTING REQUIREMENTS**

WEEKLY (As Needed)

- Coordination Meetings between Program Manager and COTR .
- Incident Reports (accidents, hazmat or hazwaste spills, security issues, damage to Government property, etc.)
- Out of Spec Conditions in Critical Areas.
- Critical Systems Outages.
- Utility Interruptions.
- Overdue Emergency or Urgent DWOs.
- Indoor Air Quality (IAQ) complaints/resolutions.

MONTHLY

- Temperature/Relative Humidity Trend Charts (for critical areas.)
- Overdue PM List.
- Overdue DWO List (by priority.)
- DWO Over 30 Days Old List.
- Planned Work Schedule.
- Life Safety System Testing as required by NFPA 17, 17A and 25, and Factory Mutual.
- Completed Q.C. Reports/Checklists.
- Random material and spare parts audit results.
- Emergency generator test results.
- Life Safety System Testing as required by NFPA 17, 17A and 25, and Factory Mutual.
- Monthly Metrics and Measurements Meeting.

QUARTERLY

- Water Quality Test Results (as required.)
- Life Safety System Testing as required by NFPA 17, 17A and 25, and Factory Mutual.
- Continuous Process Improvement Status.

SEMI-ANNUAL

- Water Quality Test Results (as required.)
- Life Safety System Testing as required by NFPA 17, 17A and 25, and Factory Mutual.

ANNUAL

- Life Safety System Testing as required by NFPA 17, 17A and 25, and Factory Mutual.

SENATE WAREHOUSE
SECTION J
ATTACHMENT J10: REPORTING REQUIREMENTS

- Virginia Department of Environmental Quality Water Withdrawal Report per 9 VAC 25-200-10 (one per well.)
- Water Quality Test Results (as required.)
- Emergency generator test results.
- Material and Spare Parts Inventory Results.
- Government Furnished Equipment Inventory.
- IAQ Survey Results Report.
- Customer Satisfaction Survey Results and Analysis.
- State of Facilities Report.

**SENATE WAREHOUSE
SECTION J
ATTACH J 11: METRICS AND MEASUREMENTS**

Requirement: Monthly Metrics and Measurements Meeting

Format: Power Point Presentation with Color Hard Copy Handouts

Conducted by: Contractor Program Manager

Minimum Metrics:

- Safety Performance: OSHA incident rates (monthly, yearly and each year on the project.)
- Safety Performance: OSHA or internally identified citations.
- Safety Training: Training required and status of completion.
- Safety Related Work Orders: Status of safety related action items.
- Safety Inspections: Status of safety related inspections.
- Staffing: Current org chart, turnover rate and status of personnel actions.
- General Training: Hours completed vs. scheduled hours worked.
- Financial Status: Budget, committed and invoiced \$ by contract line item for the month and cumulative for the fiscal year.
- Financial Status: Operating cost per SF for the site (COR to provide utility cost data.)
- Procurement Operations: Number of material orders placed and cost.
- Procurement Operations: Number of subcontracts issued and cost.
- Procurement Operations: Number of delivery orders placed and cost
- Logistics: Number of parts in and value of the crib.
- Logistics: Monthly parts crib inventory results (# of discrepancies and dollar value.)
- O&M: DWO summary for all areas (received, completed, open and overdue.)
- O&M: DWO summary by area (mechanical, electric/I&C, plumbing, general, & grounds)
- O&M: DWO closure time by priority code.
- O&M: DWO % call backs.
- O&M: PM work order summary for all areas (generated, completed, overdue, and on hold.)
- O&M: PM work order summary by area (mechanical, electric/I&C, plumbing, general, & grounds.)
- O&M: PM and DWO % comparison (number completed and labor hours)
- O&M: Predictive maintenance testing (scheduled vs. performed.)
- O&M: Predictive maintenance repairs (performed vs pending.)
- O&M: Incident summary (critical systems shut downs)
- O&M: Out of spec conditions/system uptime (% of time)
- O&M: Water usage.
- O&M: Electricity usage.
- O&M: Generator run time & fuel oil usage.

**SENATE WAREHOUSE
SECTION J
ATTACH J 11: METRICS AND MEASUREMENTS**

- O&M: Gas usage.
- Environmental: Indoor air quality complaints received/resolved.
- Environmental: Water quality sample results
- Small Projects: Small projects (received, completed, open and overdue.)
- Small Projects: Open small projects by phase (evaluation, design, const. etc.)
- Small Projects: Numbers of completed projects by dollar value.
- Small Projects: Cost and schedule performance.
- Quality Control: Customer Satisfaction Survey results (#sent, received and % satisfied.)
- Quality Control: Results of internal quality control checks.
- Quality Control: Complaints/call backs.
- Quality Control: Plans and reports submitted on time.
- Continuous Improvement Process: Action items planned vs. completed.
- Cost Savings: Contractor generated cost savings to Government.

Note: 12 Month reporting cycle to coincide with AOC fiscal year (10/1 TO 9/30)

**SENATE WAREHOUSE
SECTION J
ATTACH J12: AOC PROHIBITED MATERIALS LIST**

The following materials are prohibited from use and will not be brought on site:

1. Oil-based paints or varnishes, modified alkyd paints.
2. Any material that emits formaldehyde (urea, phenol, resorvinol, formaldehyde), including, but not limited to, plywood, particle board, hardboard, and plastic laminates.
3. Acid-curing silicones, sealants and adhesives.
4. Vinyls, including, but not limited to, unstable chlorine-containing polymers (i.e. polyvinyl chloride, and Saran).
5. Polyurethane-based products, including, but not limited to, paints, varnishes, and foams.
6. Asbestos, sulphur, and lead-containing materials.
7. Cellulose nitrate containing materials (i.e. lacquers and adhesives).
8. Cellulose acetate-containing fabrics and films.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: AOC- _____

CONTACT PERSON NAME:

TAXPAYER IDENTIFICATION NUMBER (TIN):

TELEPHONE NUMBER: ()

FAX NUMBER: ()

AGENCY INFORMATION

NAME:

ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS:

ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

CONTACT PERSON NAME: MR. JAMES JARBOE

FAX NUMBER: (202) 225-7321

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

NINE DIGIT ROUTING TRANSIT NUMBER: _____

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _____ CHECKING _____ SAVINGS _____ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:

REIMBURSABLE SERVICES DESCRIPTION AND RATES

Reimbursable Maintenance and Construction Labor	Unit of Measure	Straight Time Unit Price	Overtime Unit Price
General Laborer	MH	\$	\$
General Maintenance Worker	MH	\$	\$
Heating, Refrigeration, and Air Conditioning Mechanic	MH	\$	\$
Heavy Equipment Operator	MH	\$	\$
Maintenance Electrician	MH	\$	\$
Maintenance Carpenter	MH	\$	\$
Maintenance Plumber	MH	\$	\$
Painter	MH	\$	\$
Painter's Helper	MH	\$	\$
HVAC Control Technician	MH	\$	\$
Electrician, Master	MH	\$	\$
Electrician, Journeyman	MH	\$	\$
Electrician Apprentice	MH	\$	\$
High Voltage Electrician, Master	MH	\$	\$
High Voltage Electrician, Journeyman	MH	\$	\$
Fire Alarm Technician Helper	MH	\$	\$
Instrumentation and Controls Technician, NICET Level IV	MH	\$	\$
Mason	MH	\$	\$
Sheet Metal Mechanic	MH	\$	\$

BASE YEAR:

NOTE: The Contractor shall propose pricing for the above individual labor categories for each twelve (12) month period, i.e., Base Year and Option Periods 1 through 4. Prices proposed by the successful offeror and accepted at time of award will be used for all reimbursable costs as identified under contract CLINs for Reimbursable Services - i.e., Infrastructure Repair Orders and Design Build Work.

<i>REIMBURSABLE SERVICES DESCRIPTION AND RATES</i>

Reimbursable Maintenance and Construction Labor	Unit of Measure	Straight Time Unit Price	Overtime Unit Price
General Laborer	MH	\$	\$
General Maintenance Worker	MH	\$	\$
Heating, Refrigeration, and Air Conditioning Mechanic	MH	\$	\$
Heavy Equipment Operator	MH	\$	\$
Maintenance Electrician	MH	\$	\$
Maintenance Carpenter	MH	\$	\$
Maintenance Plumber	MH	\$	\$
Painter	MH	\$	\$
Painter's Helper	MH	\$	\$
HVAC Control Technician	MH	\$	\$
Electrician, Master	MH	\$	\$
Electrician, Journeyman	MH	\$	\$
Electrician Apprentice	MH	\$	\$
High Voltage Electrician, Master	MH	\$	\$
High Voltage Electrician, Journeyman	MH	\$	\$
Fire Alarm Technician Helper	MH	\$	\$
Instrumentation and Controls Technician, NICET Level IV	MH	\$	\$
Mason	MH	\$	\$
Sheet Metal Mechanic	MH	\$	\$

OPTION YEAR ONE

NOTE: The Contractor shall propose pricing for the above individual labor categories for each twelve (12) month period, i.e., Base Year and Option Periods 1 through 4. Prices proposed by the successful offeror and accepted at time of award will be used for all reimbursable costs as identified under contract CLINs for Reimbursable Services - i.e., Infrastructure Repair Orders and Design Build Work.

<i>REIMBURSABLE SERVICES DESCRIPTION AND RATES</i>

Reimbursable Maintenance and Construction Labor	Unit of Measure	Straight Time Unit Price	Overtime Unit Price
General Laborer	MH	\$	\$
General Maintenance Worker	MH	\$	\$
Heating, Refrigeration, and Air Conditioning Mechanic	MH	\$	\$
Heavy Equipment Operator	MH	\$	\$
Maintenance Electrician	MH	\$	\$
Maintenance Carpenter	MH	\$	\$
Maintenance Plumber	MH	\$	\$
Painter	MH	\$	\$
Painter's Helper	MH	\$	\$
HVAC Control Technician	MH	\$	\$
Electrician, Master	MH	\$	\$
Electrician, Journeyman	MH	\$	\$
Electrician Apprentice	MH	\$	\$
High Voltage Electrician, Master	MH	\$	\$
High Voltage Electrician, Journeyman	MH	\$	\$
Fire Alarm Technician Helper	MH	\$	\$
Instrumentation and Controls Technician, NICET Level IV	MH	\$	\$
Mason	MH	\$	\$
Sheet Metal Mechanic	MH	\$	\$

OPTION YEAR TWO

NOTE: The Contractor shall propose pricing for the above individual labor categories for each twelve (12) month period, i.e., Base Year and Option Periods 1 through 4. Prices proposed by the successful offeror and accepted at time of award will be used for all reimbursable costs as identified under contract CLINs for Reimbursable Services - i.e., Infrastructure Repair Orders and Design Build Work.

<i>REIMBURSABLE SERVICES DESCRIPTION AND RATES</i>

Reimbursable Maintenance and Construction Labor	Unit of Measure	Straight Time Unit Price	Overtime Unit Price
General Laborer	MH	\$	\$
General Maintenance Worker	MH	\$	\$
Heating, Refrigeration, and Air Conditioning Mechanic	MH	\$	\$
Heavy Equipment Operator	MH	\$	\$
Maintenance Electrician	MH	\$	\$
Maintenance Carpenter	MH	\$	\$
Maintenance Plumber	MH	\$	\$
Painter	MH	\$	\$
Painter's Helper	MH	\$	\$
HVAC Control Technician	MH	\$	\$
Electrician, Master	MH	\$	\$
Electrician, Journeyman	MH	\$	\$
Electrician Apprentice	MH	\$	\$
High Voltage Electrician, Master	MH	\$	\$
High Voltage Electrician, Journeyman	MH	\$	\$
Fire Alarm Technician Helper	MH	\$	\$
Instrumentation and Controls Technician, NICET Level IV	MH	\$	\$
Mason	MH	\$	\$
Sheet Metal Mechanic	MH	\$	\$

OPTION YEAR THREE

NOTE: The Contractor shall propose pricing for the above individual labor categories for each twelve (12) month period, i.e., Base Year and Option Periods 1 through 4. Prices proposed by the successful offeror and accepted at time of award will be used for all reimbursable costs as identified under contract CLINs for Reimbursable Services - i.e., Infrastructure Repair Orders and Design Build Work.

<i>REIMBURSABLE SERVICES DESCRIPTION AND RATES</i>

Reimbursable Maintenance and Construction Labor	Unit of Measure	Straight Time Unit Price	Overtime Unit Price
General Laborer	MH	\$	\$
General Maintenance Worker	MH	\$	\$
Heating, Refrigeration, and Air Conditioning Mechanic	MH	\$	\$
Heavy Equipment Operator	MH	\$	\$
Maintenance Electrician	MH	\$	\$
Maintenance Carpenter	MH	\$	\$
Maintenance Plumber	MH	\$	\$
Painter	MH	\$	\$
Painter's Helper	MH	\$	\$
HVAC Control Technician	MH	\$	\$
Electrician, Master	MH	\$	\$
Electrician, Journeyman	MH	\$	\$
Electrician Apprentice	MH	\$	\$
High Voltage Electrician, Master	MH	\$	\$
High Voltage Electrician, Journeyman	MH	\$	\$
Fire Alarm Technician Helper	MH	\$	\$
Instrumentation and Controls Technician, NICET Level IV	MH	\$	\$
Mason	MH	\$	\$
Sheet Metal Mechanic	MH	\$	\$

OPTION YEAR FOUR

NOTE: The Contractor shall propose pricing for the above individual labor categories for each twelve (12) month period, i.e., Base Year and Option Periods 1 through 4. Prices proposed by the successful offeror and accepted at time of award will be used for all reimbursable costs as identified under contract CLINs for Reimbursable Services - i.e., Infrastructure Repair Orders and Design Build Work.

94-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (34) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W. Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2103 Revision No.: 34 Date Of Revision: 05/23/2005
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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31

WAW 5-16

01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05

09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71

15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88

23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54
29210 - Laboratory Technician	18.56

29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PAST PERFORMANCE QUESTIONNAIRE

AOC SOLICITATION NUMBER AOC050104

ATTACH J-17

Dear Sir/Madam:

The Contractor listed below is being considered for a contract award by the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Your completion of this form will be greatly appreciated. Upon completion, please fax this form to: (202) 225-3221, ATTN: Carolyn Horne. Request that you respond to this request no *later than November 14, 2005.*

PAST PERFORMANCE INFORMATION:

1. Contractor Name (Prime): _____
2. Project Title (insert whatever the project was): _____
3. Name: Agency/Company, POC _____ DATE: _____
4. Phone No.: _____ Fax No. _____
5. Address; _____
6. Position held or function in relation to project; _____

PAST PERFORMANCE QUESTIONNAIRE
AOC SOLICITATION NUMBER AOC050104
ATTACH J-17

RATINGS: *Please evaluate the contractor's performance using the following ratings:*

“O” Outstanding: The Contractor's performance clearly exceeded the contract requirements.

“S” Satisfactory: The Contractor's performance met the contract requirements.

“M” Marginal: The Contractor's performance met the minimum contract requirements but with difficulty.

“U” Unsatisfactory: The Contractor's performance was poor and/or did not satisfy contract requirements.

RATER: *Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract's minimum requirements. (Use additional sheets as needed).*

1. The relationship between the contractor and owner's contract team/Contracting Officer/COTR!

_____ RATING: _____

2. The contractor's on-site management and coordination of subcontractors.

_____ RATING: _____

3. The contractor's overall corporate management, integrity, reasonableness, and cooperative conduct.

_____ RATING: _____

PAST PERFORMANCE QUESTIONNAIRE

AOC SOLICITATION NUMBER AOC050104

ATTACH J-17

4. Performance in meeting delivery/completion schedules:

_____ RATING: _____

5. What did the contractor do to improve scheduling problems, if any?

_____ RATING: _____

6. The contractor's quality control.

_____ RATING: _____

7. The contractor's performance in delivering quality work in accordance with the contract!

_____ RATING: _____

8. The contractor's ability to provide the required work at a reasonable total price.

_____ RATING: _____

9. The contractor's compliance with labor standards, if applicable.

_____ RATING: _____

10. The contractor's compliance with safety standards.

_____ RATING: _____

PAST PERFORMANCE QUESTIONNAIRE

AOC SOLICITATION NUMBER AOC050104

ATTACH J-17

11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain!

_____ RATING: _____

12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor for additional work?

_____ RATING: _____

13. Was the customer satisfied with the services received?

_____ RATING: _____

14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results?

_____ RATING: _____

15. Has the offeror filed any claims? _____ How many? _____ and to what extent? _____ Any outstanding claims/why? _____

16. Overall Rating: _____

17. Additional comments, please provide as necessary: _____

